VOL. XLIV., No. 20.

The Solicitors' Journal and Reporter.

LONDON, MARCH 17, 1900.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

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CURRENT TOPICS.

IT IS STATED that Mr. JAMES KINDER BRADBURY, barrister, has been appointed Judge of the County Court Circuit No. 5 (Bolton, Bury, &c.), in succession to the late Judge EDWIN JONES. Mr. BRADBURY was called to the bar in 1875 and has practised at Manchester. Under section 8 of the County Courts Act, 1888, the appointment is made by the Chancellor of the Duchy of Lancaster.

WE HAVE received from the Incorporated Law Society the following notification: The Law Society think it desirable to announce that they have been advised that subjects of foreign states cannot be admitted as solicitors. As some doubt seems to have existed in the matter, it has been thought desirable to make this announcement.

IT WOULD have been interesting had the communication above referred to been accompanied by a statement of the grounds upon which the opinion is based. The policy of this country has for many years been based upon the principle of allowing full facilities to aliens to reside, hold property, and carry on business here, and it is only upon some special ground that they can be excluded from the right to be admitted and to practise as solicitors. We speak with some hesitation upon the subject, but we are not aware that the Solicitors Acts themselves contain any suggestion that they are not to apply to foreigners. Under the Solicitors Act, 1843, no "person" is to act as a solicitor unless he "shall be admitted and enrolled and otherwise duly qualified to act as a solicitor," but the qualifications for admission do not refer in any way to the nationality of the candidate, and no such restriction is involved in the word "person." If it were, the various provisions aimed at unqualified persons acting as solicitors would likewise not apply to aliens, and they could practise without admission. We imagine the disqualification, if it exists, must be found outside the Solicitors Acts. Possibly it is rested on the provision of section 3 of the Act of Settlement (12 & 13 Will 3, c. 2), that no person born out of England, Scotland, or Ireland (except such as are born of English parents) shall be capable "to enjoy any office or place of trust, either civil or military." It is to be observed that the Naturalization Act, 1870, while by section 2 enabling aliens to hold real and personal property, contains an express saving that the section is not to qualify an alien for any office. But

although a solicitor is an officer of the Supreme Court, yet it is difficult to believe that he holds an office within the meaning of the above enactment.

A DISCUSSION on the subject of Easter-day has been proceeding in some of the daily papers, arising from the fact that 1.2 a.m. on the morning of the 15th of April is marked in the calendar as the exact time of the first full moon after the vernal equinox, and the same day is marked as Easter-day; while the traditional date for Easter-day is the first Sunday *after* the first full moon after the vernal equinox. An express point was made in early Church history that if the first full moon fell on a Sunday, the following Sunday should be Easter-day, as otherwise Easter might have fallen upon the day of the Jewish Passover; and that would have been a coincidence which early Christians were anxious to avoid. It happens, however, that the exact motion of the moon is a matter of such a complicated nature that it is difficult, if not impossible, to draw up any tables which shall indicate it accurately for any great length of time, and the custom has prevailed of regulating Easter by tables framed to indicate the approximate dates of the full moons, reckoned according to the average motion of the moon after discarding its temporary variations. Our own Easter is now regulated by the tables annexed to the Act which introduced the new style into England—namely, the Act 24 Geo. 2, c. 23, passed in the year 1751, but christened the Calendar New Style Act, 1750, by the Short Titles Act, 1896, which makes a mistake of one year in the dates of all, or nearly all, the Acts of the reign of George the Second. One of these tables is headed "To find Easter-day from the year 1900 to the year 2190 inclusive," and, according to a learned correspondent who has investigated the matter, it undoubtedly indicates the 15th of April as the date for Easter in the present year. This is not the first time, he says, that a discrepancy has occurred between the tables drawn up in 1751 and the traditional rule for fixing Easter, and doubtless it will not be the last; but, nevertheless, the tables must be pronounced to have been very skilfully framed, having regard to the complicated nature of the subject with which they have to deal. Such expressions as the calendar full moon or the ecclesiastical full moon are sometimes used to indicate the dates of the full moons given by the tables of 1751, but these expressions seem to confuse the subject rather than explain it. It is merely a case in which, to use the words of BACON, "the subtlety of nature has outdone the subtlety of man."

FEW, BESIDES the respondent to the appeal, will be likely to quarrel with the decision of the Court of Appeal in *Fenn* v. *Miller* last week (reported elsewhere). The case is of some importance, as the court went further than they have hitherto done in attempting to define the meaning of the expression "about" a factory as used in section 7 of the Workmen's Compensation Act, 1897. The judge of the Bow County Court had awarded compensation to a workman under the following circumstances: The appellant, a builder, was engaged in erecting a number of houses on a building estate and the respondent was a workman in his employment. Upon the estate were two steam-engines in sheds used for grinding mortar for the purposes of the building operations. These engines were clearly "factories" within the meaning of the Act: *McNicholas* v. *Dawson* (1899, 1 Q. B. 773). The respondent was sent with a cart and horse to fetch water for the engines, and while he was returning, the horse bolted and caused injuries to the respondent, for which he claimed compensation. The place where the accident happened was in a public road at a distance of some 110 yards from the nearest engine. The county court judge found that the respondent when he met with the accident was employed "about" a factory (viz., the engine sheds); the Court of Appeal held that there was no evidence upon which he could so find. Looking at the expression "on or in or about a factory" it is clear that "about" has a wider signification than "on" or "in," and this was pointed out by the court in *Powell* v. *Brown* (1899, 1 Q. B. 157). But it is clear also that a county court judge, sitting as a jury, is not at liberty to give the word an unlimited meaning, and if an accident happening in a road 110 yards away from the factory can be held to have happened "about" the factory, the word altogether loses the geographical meaning which the section clearly intends to give to it. COLLINS and ROMER, L.JJ., have now laid it down that the word denotes "physical contiguity," and A. L. SMITH, L.J., although reluctant to overrule the finding of the county court judge, did not dissent. Cases which are very near the line will no doubt arise, and will present difficulty, but *Fenn* v. *Miller* can hardly be considered to be such a case.

AT A TIME of great national rejoicing undergraduates of the universities and other students are prone to exceed the bounds of moderation in the expression of their patriotic feelings. Some punishment is often merited in such cases, but at the same time allowance should be made for the high spirits of youth and for the absence of any really criminal state of mind. The other day at Cambridge the undergraduates did certainly exceed the bounds of moderation in celebrating the relief of Ladysmith, but the way some of these young men were treated by the borough justices was little short of scandalous. No consideration was shewn by these persons on account of the general excitement in the country, or of the age of the culprits, or of the absence of any real criminal intention. In fact, the magistrates seem to have gone out of their way to take as serious a view as possible of the facts. They went, indeed, so far out of their way in this direction that (in our opinion) they got beyond the law altogether, and convicted some of these young men of a crime which there was no evidence to prove. It appears that a bonfire was made to celebrate the occasion, and to feed the flames some undergraduates threw some shutters on to the fire, while others wheeled a cart into the blaze. For this the magistrates convicted the undergraduates of larceny of the shutters and cart, and thereby saddled these young men with a conviction for felony, which is a serious impediment to their entering various professions. Now, it is laid down by the authorities that for the taking of goods to amount to larceny, they must have been taken *lucri causa*. This is not very definite, and, if this motive is a necessary ingredient, it certainly is not limited to the acquisition of pecuniary benefit. Thus in *Rex* v. *Cabbage* (R. & R. 292) the prisoner had forced open the stable door, taken out a horse, and thrown it down a disused coal-pit, in order to destroy a piece of evidence against a friend of the prisoner who was awaiting his trial for stealing the horse. It was held that the prisoner was rightly convicted of larceny of the horse, because his act was committed with intent to wholly deprive the owner of his property, *and fraudulently*. And probably in every case where there has been an absence of desire to acquire pecuniary advantage by depriving the owner of his property, and where nevertheless a conviction has been upheld, there has been some ulterior criminal object. In the Cambridge case, however, there was no such motive. It was simply a piece of mischievous fun and the result of excitement. If throwing a shutter on to a fire and destroying it is larceny of the shutter, it is hard to see why purposely breaking a wine-glass is not larceny of a wine-glass. It cannot, we submit, be argued that such an act is felony. A perfectly adequate remedy is supplied by statute for such cases by the Malicious Damage Act, 1861. By section 51 of that Act it is an indictable misdemeanour to injure property to an amount exceeding five pounds; and by section 52 it is an offence, punishable on summary conviction only, to injure property to an amount less than £5. These sections were quite sufficient to meet the case of the Cambridge undergraduates, but to convict them of felony was absurd.

ALTHOUGH SOME magistrates make no allowance for youth, it is happily now generally admitted that it is unwise, as well as unfair, to treat boy offenders as if they were grown men, and to confirm their criminal propensities by imprisonment. The best authorities now agree, in spite of certain maudlin objectors, that the proper punishment for naughty boys is a flogging. Lord JAMES, by his Yonthful Offenders Bill, which has this week been passed by the House of Lords, proposes to extend the application of this punishment. It is to be hoped that the

House of Commons will find time to pass this measure into law, for it is likely to prove most useful. It provides that for every offence, except homicide, a boy may be ordered to be whipped, whether he is convicted summarily or on indictment. The whipping is to be administered by a constable with a birch rod and is limited to six strokes if the boy be under twelve years, twelve strokes if he be under fourteen, and eighteen strokes if he be under sixteen years of age. If a boy is punished by whipping, or if he is discharged on conviction without punishment on the ground that the offence was of a trifling nature, it is provided that the conviction shall not be regarded as a conviction of felony for the purpose of any disqualification attaching to felony. It is, perhaps, unfortunate that the Bill does not provide for the whipping of boys above sixteen, say, up to eighteen. From sixteen to eighteen is an age at which boys are particularly troublesome, but at which they are still in many cases very sensitive to good and evil influences. Corporal punishment would generally have a better effect than imprisonment on youths of this age. The Bill also contains some valuable provisions for bringing home to negligent parents their responsibility for the crimes of their children. It is provided that where it is proved that a parent has, without sufficient excuse, neglected to exercise proper control over his child, and has thereby conduced to the commission of an offence by the child, such parent shall be deemed guilty of having contributed to the commission of the offence. On being convicted of having so contributed, the parent may be fined £5 and ordered to pay the costs of the proceedings against his child, and also to give security for the future good conduct of his child. This is going to the root of the matter, and if the provision becomes law, it will enable magistrates in a great number of cases to bring home to the really guilty parties the responsibility for juvenile crimes. It is proposed that the new law should come into force on the 1st of January, 1901, but there does not seem any good reason why such an excellent provision should not come into force as soon as it obtains the Royal Assent.

An interesting question of conveyancing practice is raised in a letter upon the assignment of leaseholds to tenants in common which we print elsewhere. Our correspondent points out that the available precedents for such an assignment do not contain any mutual covenants by the assignees *inter se* for payment of rent and performance of covenants, such as are given for the case where a part of the leasehold premises is separately assigned. The material consideration is whether, in the absence of an express mutual covenant, the tenants in common are protected by a right of contribution one against the other, in the event of either being compelled to pay the whole rent or to bear the whole expense of performing the covenants. Such a right of contribution appears to follow from the covenants with the assignor which are inserted in the assignment. In Davidson (4th ed., Vol. II., Pt. I., p. 421) the covenants on the part of the assignees are several, and each covenants, *in respect of his undivided share*, to pay the rent and perform the covenants of the lease; and also to indemnify the assignor. In Key & Elphinstone (6th ed.), Vol. I., p. 536, it is stated that the covenants should be joint and several, though the form of covenant to which reference is made is similar to that in Davidson. But the difference in the form of covenant does not seem to be important. In any case a liability to pay at least half the rent is imposed on each tenant in common—supposing they are two in number and hold in equal shares—and if one, under threat of legal proceedings, pays the whole, he has a right to recover from the other the share which that other should have paid. Without resorting to the doctrine of contribution, the application of which, save in the case of co-sureties, is not very clear, it is sufficient to say that the one tenant in common has by compulsion paid the debt of the other tenant in common, and consequently can recover the amount as money paid to his use: Leake on Contracts (3rd. ed.), p. 56. It is probable that the same result would follow in the case of an assignment of part of the leasehold premises, even without the express covenant by the assignee which is commonly inserted, inasmuch as the assignee of part of the demised premises is liable to the lessor for at least an apportioned part of the rent and upon the covenants so far as they affect his part; and consequently the assignor, who retains the remainder of the premises, if under compulsion he pays the whole rent or performs the whole covenants, is relieving the assignee of his liability and, on the principle just mentioned, can recover against him. The case is different where it is an underlessee of part of the premises who benefits by payment of rent. He is subject to distress, indeed, but he is not liable to be sued, and since the payment of the whole rent by the assignee or underlessee of the rest of the premises does not relieve him from a debt, he is not bound to contribute: *Johnson* v. *Wild* (38 W. R. 500, 44 Ch. D. 146). But while upon an assignment of part of the premises the assignor might have a right of contribution against the assignee in the absence of express covenant, yet the case is attended with difficulties, and it is probably to avoid these that the express covenant is inserted. In the case of tenants in common who by express covenant have made themselves liable each for his own share of the rent and covenants, or perhaps for the whole, the right of one who satisfies the entire obligation to call upon the other for re-imbursement admits of no doubt. Hence the mutual covenant does not seem to be needed, and the precedents do not contain it. There is, of course, no objection to inserting it as an additional precaution.

The case of *Gardner* v. *Hodgson's Kingston Brewery Co.* (*Limited*) (reported elsewhere), decided by Cozens-Hardy, J., recently, raised an interesting point as to the acquisition of a title to a right of way under section 2 of the Prescription Act, 1832 (2 & 3 Will. 4, c. 71). By that section a limited protection is given to rights of way which "have been actually enjoyed by any person claiming right thereto without interruption" for twenty years; and when the way has been so enjoyed for forty years "the right thereto shall be deemed absolute and indefeasible, unless it shall appear that the same was enjoyed by some consent or agreement expressly given or made for that purpose by deed or writing." In the above case the plaintiff had enjoyed a right of way for over forty years without other interruption than might be implied from the annual payment of a sum of fifteen shillings. There was no evidence of the origin of this annual payment, nor was there any agreement by deed or in writing. Upon the facts Cozens-Hardy, J., drew the inference that a licence to use the way was given by parol more than forty years previously, and that this licence was subject to the payment of 15s. a year. The mere circumstance that the way was enjoyed under a licence did not prevent the enjoyment from being as of right for the statutory period. The statute simply requires the assertion of title; it does not require that the title shall be adverse to the owner of the servient tenement. An enjoyment is "as of right" although it is permissive: *Kinloch* v. *Nevill* (6 M. & W. 795). The question, therefore, was whether the annual payment of 15s. involved any interruption in the enjoyment of the easement. For the purposes of the Prescription Act, however, interruption is defined by section 4 in a negative manner. No act or other matter is to be deemed to be an interruption unless it has been submitted to for the space of one year. This provision implies that there must be an actual obstruction of the enjoyment of the way for a year, and consequently, in the case of a right to light, a money payment for permission to enjoy the light has not been held to imply any interruption in the enjoyment of the easement: *Plasterers' Co.* v. *Parish Clerks' Co.* (6 Ex. 630). This decision appears to govern the present case, and Cozens-Hardy, J., decided that an absolute title to the right of way had been acquired, notwithstanding the continuance of the annual payment. It seems, however, that troublesome questions might arise as to the nature of such payment. It is of course a payment in the nature of rent, but it is not a true rent, and it is not clear in what way it would be recoverable or how far the existence of the right of way would depend on its regular payment.

The death is announced of Sir Alured Dumbell, Clerk of the Rolls and Judge of the Chancery Division in the Isle of Man. He was appointed Deemster in March, 1880, and Clerk of the Rolls in 1883, and received the honour of knighthood in 1899.

PRINCIPLES OF POOR LAW ADMINISTRATION, WITH SPECIAL REFERENCE TO RELIEF OF ABLE-BODIED PERSONS.

As a contribution to strike law of peculiar interest and importance, the exhaustive and closely-reasoned judgment in which the Court of Appeal recently reversed the decision of ROMER, J. (as he then was), in *The Attorney-General* v. *Merthyr Tydfil Guardians* (*ante*, p. 294) has already been commented upon in these columns (*ante*, p. 287). But this case deserves more than such a passing notice, since its real value lies, not so much in the application of the principles there enunciated to the facts of that particular case, as in the fact that the judgment is a singularly lucid exposition of the general principles upon which our Poor Law is based and poor relief should be administered. It is of such supreme importance, alike to the individual and to the community, that those principles should be thoroughly grasped by those who have to administer the Poor Law that no apology is needed for dwelling upon these broader aspects of the case.

Considering how intimately the administration of the Poor Law is bound up with the daily life of the people, and how nearly it touches the pockets of the ratepaying portion of the community, it is somewhat remarkable that no reported case is to be found in which the principles of our Poor Law are comprehensively reviewed and their origin historically traced. The judgment delivered by the Master of the Rolls in the *Merthyr case* is therefore most welcome. It is true that those principles have been discussed in text-books and enunciated in the reports of the Poor Law Commissioners. Indeed it is worthy of notice that the commissioners, in one of their reports (6 Off. Cir. 105), deal with the very question raised in the *Merthyr case*—namely, whether the guardians can relieve strikers out of the rates—in the following terms: "With disputes between masters and workmen, or with the agreements of either class among themselves, the guardians have nothing to do. It is not the object of the poor rates to aid either class in their struggle against the other. . . . If, therefore, the guardians are in a situation to say that the men applying for relief may obtain work within their reach, at wages sufficient for their maintenance, or that of their families, and it only depends on themselves to accept it, they are justified in refusing relief to those persons, simply because they can no longer be considered as destitute." But in order to obtain any judicial light upon the not too clear provisions of the statute 43 Eliz. c. 2, upon which our Poor Law is based, it has hitherto been necessary to go back to such authorities as the resolutions of the judges in Lambard's Eirenarcha (1619) or to cases such as *Rex* v. *Hyghworth* (1716, 1 Strange 10) and other cases, being for the most part orders of justices made under the statute and brought up to the Court of King's Bench to be quashed.

In order the better to appreciate the judgment in the *Merthyr case* it is necessary to state very shortly the contentions raised by the guardians in justification of the relief given to the strikers, and the main facts of the case. During the great coal strike of 1898 many colliers and other workmen applied for relief, and the guardians of the Merthyr Tydfil Union opened labour yards, and also by gifts of food and money relieved the workmen and their families. It is material to note that the guardians well knew that the colliers could, if they chose, work and earn sufficient to keep their families off the rates. To meet the extra expenditure thus caused heavier rates than usual were levied upon the ratepayers, some of whom thereupon brought an action to restrain the application of the rates for this purpose on the ground that it was unlawful, and for a declaration to that effect. The guardians met this attack by attempting to justify their action on three main grounds: they said (1) the colliers were *destitute* and therefore entitled to relief of some kind; (2) the rapidity with which they became destitute, together with their numbers, constituted a case of "sudden and urgent necessity" specially provided against by the Act of 1834 and the orders of the commissioners made thereunder, the effect of which is to enlarge the class entitled to relief; (3) in such exceptional circumstances the guardians' discretion was absolute, and could not be restrained by the court, the aggrieved parties' sole remedy being to object before the auditor, when, if such expenditure were disallowed, the commissioners had power to allow it.

The first of these contentions raised the wide question, Who are the persons entitled to relief under the Poor Law statutes? On this point the Court of Appeal, after an exhaustive examination of the statutes prior to the Poor Law Act, 1834, laid it down that the short effect of the Poor Laws before 1834, when interpreted in the light of the numerous Vagrancy Acts covering the same period, was as follows: (1) No one who was starving, whether by his own fault or not, could be lawfully refused relief; (2) poor persons physically unable to work were entitled to relief without being set to work; (3) poor persons able to work but *unable to obtain it* were entitled to relief by having work found for them; (4) poor persons physically able to work were not entitled to relief in any other way; (5) but poor persons, being able to work and to procure work, whose poverty arises from their refusal to work, are not within the scope of poor relief at all. If they are actually starving, temporary relief must be given them. But their case is hit by the Vagrancy Acts, not the Poor Laws. Under the Vagrants Act (5 Geo. 4, c. 83, s. 3) now in force, "Every person being able, wholly or in part, to maintain himself or family by work . . . and wilfully neglecting or refusing so to do, by which refusal or neglect he . . . or his family . . . become chargeable to any parish," is to be deemed an "idle and disorderly person and liable to imprisonment." Clearly, therefore, up to the Poor Law legislation of 1834 there was no power whatever to relieve at the expense of the rates able-bodied poor who could support themselves if they chose.

The second contention of the guardians, if it had prevailed with the court, would have been very far-reaching in its effects, since it practically amounted to this, that the Act of 1834 conferred upon the Poor Law Commissioners (who are now represented by the Local Government Board), not merely administrative, but important legislative powers, by the exercise of which they might almost indefinitely extend the classes of persons entitled to poor relief. But the Court of Appeal, while recognizing that the Act of 1834 conferred very wide administrative powers upon the Poor Law Commissioners, laid it down in the broadest terms that the classes of persons who were entitled to relief were not directly or indirectly enlarged by that Act. The case for the guardians was ingeniously put. It was based on the combined operation of section 52 of the Act of 1834, which confers very wide powers upon the commissioners of regulating outdoor relief, and of a poor law order dated the 1st of October, 1870, relating to the Merthyr Tydfil Union, made by the commissioners under that section. This order provided "that every able-bodied person requiring relief" should be relieved wholly in the workhouse, except "where such persons shall require relief on account of sudden and urgent necessity." Cases of "sudden and urgent necessity" constituted, it was urged, an addition to the classes entitled to poor relief. But the order itself, and likewise the section under which it is made, assume that the relief is to be given to persons already entitled to it by law, and merely direct under what circumstances it may be given out of doors and not within the workhouse. In fact they are purely administrative. This clear ruling should be of great value, as this misconception with regard to the true effect of such orders has undoubtedly prevailed in many quarters. In future guardians must be careful to confine relief to the classes entitled to it under the statute of Elizabeth, as to which the classification in the judgment in the *Merthyr case* will afford a simple and infallible guide.

The third contention of the guardians, which was directed against the jurisdiction of the court to entertain an action of this kind, was based on section 4 of 11 & 12 Vict. c. 91, relating to the audit of poor law accounts, which provides that an unlawful expenditure disallowed by the auditor may be allowed by the commissioners, if they deem it "fair and equitable" to remit it. But such a power to remit does not oust the jurisdiction of the court to restrain such an unlawful application of the rates in the first instance, though it cannot interfere with the discretion to remit, and order repayment of expenditure so remitted. The effect of this is that guardians who incur such expenses in future will do so at their peril. For if the rate-

payers succeed in getting an injunction, to which it is now held they will be entitled, before the rates have been levied, or even before the money has been paid away, the opportunity for the Local Government Board to exercise their powers of remission will never occur, and the loss will fall upon the guardians themselves.

The judgment in the *Merthyr case* covers so much ground that it will be useful to summarize the rules deducible from it which guardians should observe in dealing with all able-bodied persons, whether strikers or others, who refuse to work for the maintenance of themselves and their families.

1. Such persons are not entitled to relief at all, unless (*a*) they are prevented from working by fear of violence, in which case it would obviously be the duty of the local authorities to ask for police protection for them, or (*b*) they are on the point of starvation, in which case temporary relief may be given them. This is an anomaly, as is pointed out in the *Merthyr case*. But in such cases it will be the duty of the guardians to put in force the Vagrants Act of 5 Geo. 4, already referred to, and get him committed to prison as an idle and disorderly person. As it is tersely put in the judgment, "The penalty for refusing to work is imprisonment, not starvation."

2. The wives and families of such persons are entitled to relief. Their right to relief is independent of the men. But directly they come upon the rates the men are liable to be imprisoned under the Vagrants Act of 5 Geo. 4, as has been already noticed, although they themselves are not reduced to starvation.

3. The court will not interfere with the discretion exercised by the guardians as to taking proceedings under the Vagrancy Acts. This obviously affords a possible loophole of escape for guardians faced by the disagreeable task of proceeding against large bodies of men under those Acts.

4. "Sudden and urgent necessity" cannot be invoked as a reason for giving relief to persons of a class not within the scope of the Poor Laws. It only affords an excuse for giving relief in a particular form—namely, outdoor relief, to persons already within the scope of those laws.

It is, however, hardly possible within the limits of an article to do justice to a judgment which covers so much ground and combines such keen historical insight with such sound discretion and common sense; and those who have to advise our Poor Law administrators should carefully study and digest the principles so lucidly expounded by it.

EXECUTION OF ENGLISH DEEDS BY PERSONS RESIDENT ABROAD.

It is proposed in this article to offer some notes on the law relating to the execution and attestation of deeds concerning English property by persons resident in foreign countries. The following judicial statement of general principles may serve as an introduction. It is taken from the judgment of Knight Bruce, V.C., in *Guepratte* v. *Young* (4 De G. & Sm. 217, 233), where he says: "I will employ a minute or two in stating three or four maxims or aphorisms . . . which are, I believe, of general acceptance, generally true, and consistent with each other in theory and practice. I mean these: '*Statuta suo clauduntur territorio nec ultrà territorium disponunt*'; '*Bona mobilia sequi et regulari debent secundum statuta loci domicilii ejus ad quem pertinent vel spectant*'; '*Si lex actui formam dat inspiciendus est locus actus non domicilii*'; '*Si de solemnibus quæritur aut de modo actus, ratio ejus loci habenda est ubi celebratur.*'"

With regard to immoveable property, however, a different rule prevails, as it may be observed, is also the case with certain kinds of personal property, like public funds and shares in companies, which are almost necessarily governed by the law of the country where they arise. The rule is stated by Sir W. Grant as follows, with regard to real estate: "The validity of every disposition of real estate must depend upon the law of the country in which that estate is situated" (*Curtis* v. *Hutton*, 14 Ves. 537, 541), and Lord Mansfield explains the rule by reference to the "local nature of the thing" which makes it requisite for every disposition or contract where the subject-matter relates locally to England to be carried into execution according to English law: *Robinson* v. *Bland* (2 Burr. 1077, 1079). It follows that a contract for the sale of land in England wherever made would have to be in writing and signed so as to comply with the Statute of Frauds: *Leroux* v. *Brown* (12 C. B. 801), Story, Conflict of Laws (8th ed.), p. 510. It is conceived that on the same principle such a contract wherever made would require to be stamped in conformity with the English revenue laws, but that the *lex loci contractus*, if the contract were made in a foreign country, need not be complied with in respect of stamps any more than in other respects, and the authorities to the contrary effect, where the contract was not concerned with immoveables (see, for example, *Alves* v. *Hodgson*, 7 T. R. 241; *Clegg* v. *Levy*, 3 Camp. 167), would not be applicable in the case of property situate in England.

It would seem clear also that no conveyance or transfer of English land can be made except according to the formalities prescribed by English law: see Story, Conflict of Laws, pp. 608, 609. Thus in *Dundas* v. *Dundas* (2 Dow. & Cl. 349) D. died domiciled in Scotland having, by deed executed in Scottish form attested by two witnesses, made a trust disposition of heritable property including real estate in England. It was admitted that, owing to the deed not having been executed in the form required by the English Statute of Frauds, it could not operate to pass the English estate to the trustees (2 Dow. & Cl., pp. 353, 359), and it was on that footing that the decision went, to the effect that a beneficiary under the trust deed was put to his election to give effect to it or forfeit his interest under it: 2 Dow. & Cl., p. 375; see also *Coppin* v. *Coppin* (2 P. W. 291). A disposition of English land not under seal, executed in a foreign country where no seal is required to pass the title to lands, would be invalid to pass the land (Story, Conflict of Laws, p. 609), and conversely the validity of an unsealed disposition of foreign land in due form, according to the *lex situs*, will be recognized in England (*Adams* v. *Clutterbuck*, 31 W. R. 723, 10 Q. B. D. 403), because in each case the law that governs is the *lex situs*.

Passing from immovables and returning to contracts concerned with other forms of property, the *lex loci contractus*, as stated above, generally governs the form and solemnities. "The form required for a contract by the law of the place where it is made is both sufficient and requisite for its validity in England": *De Nicols* v. *Curlier* (1900, A. C. 21, pp. 45, 46, per Lord Brampton). The principle, however, is not inflexibly applied, as appears from the decisions on marriage contracts made abroad, one of the parties to which was English. Suppose an Englishwoman marries a Frenchman domiciled in France, and that her fortune comprises money vested in English trustees under the trusts of an English will or settlement, and that it is desired on her marriage to settle her fortune by a deed in the English language and form, the proper course would be to execute such a deed, and incorporate it besides in a notarial act, which is required to satisfy the *lex loci actus*: Westlake's Private International Law (3rd ed.), p. 70. But if the notarial act is omitted, will the English deed which alone is executed be operative? If it was executed in France it does not satisfy the *lex loci actus*. But *Van Grutten* v. *Digby* (31 Beav. 561) seems to shew that in such circumstances an English court of equity will treat the whole matter as capable of being regulated by English law. But if this marriage settlement or contract relates to English land, it cannot operate as a conveyance unless it is in proper English form for that purpose, for in the case of a conveyance of land the *lex rei situs* must be observed. Attention may be drawn in passing to the decision in the above-cited case of *De Nicols* v. *Curlier*, where the House of Lords held that the French marriage law of community of goods was not displaced by the spouses' acquisition after marriage of an English domicil. In the curious case of *Alliance Bank of Simla* v. *Carey* (29 W. R. 306, 5 C. P. D. 429) it was held by Lopes, J., that a bond under seal executed in India, where there is no difference between specialty and simple contract debts, was a specialty, on the ground that the court could not ignore the seal, and must give to it the effect that in England belonged to it. The regard due in principle, and habitually paid in England, to the formalities required by the *lex loci contractus* seems against interpreting a particular formality by the law of England in preference to the *lex loci contractus*, unless indeed the seal in the above case could be treated as evidence of

the intention of the parties that the distinction recognized in England, but not in India, between specialty and simple contract debts should be imported into the contract. Although the formalities required for a contract by the law of the place where it was made—the *lex loci contractus celebrati*—are sufficient for its external validity in England, a contract, although externally perfect according to the law of the place where it was made, cannot be enforced in England unless evidenced in such manner as English law requires: Westlake on Private International Law (3rd ed.), p. 249.

As to the officials whose aid may be required to authenticate the execution of English instruments by persons in foreign countries, the most important provisions are R. S. C. 1883, ord. 38, r. 6 (replacing the repealed section 22 of 15 & 16 Vict. c. 86), and the Commissioners for Oaths Act, 1889. The general effect is that oaths and affidavits for the purpose of any court or matter in England, or for the registration of any instrument in the United Kingdom, may be taken in any place out of England before any person having authority to administer an oath in that place (*i.e.*, including a person authorized by the law of the place), and, in the case of a person having authority otherwise than by the law of a foreign country, judicial and official notice must be taken of the seal or signature on such oath or affidavit, or any other deed or document.

Within the Queen's dominions oaths may be administered by any judge, court, notary public, or person locally authorized in this behalf, and beyond the Queen's dominions by any British consul, vice-consul, or acting consul, and also by any British ambassador, or minister, or *chargé d'affaires*, or secretary of embassy or legation, and the last-named representatives of consulate or embassy may also do any notarial act which any notary public can do within the United Kingdom, and documents purporting to be attested by seal and signature in exercise of such authority are to be admitted in evidence without proof of seal or signature or official character of the attesting witness.

In *Brooke* v. *Brooke* (17 Ch. D. 833) FRY, J., held that the court would take judicial notice of a deed of release executed in Canada bearing a notarial signature and seal, and it is clear that the decision extends to any deed or document bearing the seal or signature of any of the authorities aforesaid: but see *Nye* v. *Macdonald* (18 W. R. 1075, L. R. 3 P. C. 331).

It is the practice of the High Court to require oaths sworn in foreign countries before persons having authority to administer oaths by the law of a foreign country to be properly verified by the British consular authority or by certificate of the local High Court: Stringer's Oaths, p. 42; *Brittlebank* v. *Smith* (50 L. T. 491).

The German law prohibits the administration of oaths in Germany to a German subject by any person whatever who does not hold direct authority from the German Government to administer oaths, and this authority is held by very few persons besides the judges, who may in any civil proceedings refuse to exercise the power: see Stringer's Oaths, p. 45. In *In the Goods of Caspan* (75 L. T. 663), where a German subject refused to swear the usual executor's affidavit on the ground of the German law restricting the administration of oaths, he was allowed by the court to affirm.

In *Re Schmidt's Trade-Mark* (31 SOLICITORS' JOURNAL, 234) Schmidt, a resident in Germany, became entitled to repayment of money paid into court, but was unable in consequence of the restrictions imposed by the German law as to oaths to give a power of attorney with the special formalities required by the Paymaster-General. The court allowed him to give a power in ordinary form to some person in England, but ordered his signature thereto to be verified before the power was acted upon. It was suggested by the SOLICITORS' JOURNAL, in view of this case, that, whenever possible in similar cases, the signature should be attested by a witness who was coming to England—*e.g.*, the captain of a steamer, who could on his arrival there make the necessary affidavit in verification.

Mr. J. S. Purcell, C.B., who has recently retired from the public service, was entertained at dinner on Saturday evening at the Hotel Metropole by a large number of past and present members of the Inland Revenue Department. Sir Henry Primrose occupied the chair. Among the guests were Viscount Duncannon, C.B., Sir Andros de la Rue, Sir G. H. Murray, and Mr. Arthur O'Connor, Q.C., M.P.

REVIEWS.

SALE OF FOOD AND DRUGS.

THE SALE OF FOOD AND DRUGS ACTS, 1875 TO 1899, AND FORMS AND NOTICES ISSUED THEREUNDER. WITH NOTES AND CASES; TOGETHER WITH AN APPENDIX CONTAINING THE OTHER ACTS RELATING TO ADULTERATION, CHEMICAL NOTES, &c., &c. THIRD EDITION. By Sir WILLIAM J. BELL, LL.D., and H. S. SCRIVENER, M.A. (Oxon.), Barristers-at-Law. Shaw & Sons.

The passing of the Sale of Food and Drugs Act of 1899 has made a new edition of this useful little book necessary, and we venture to say that every practitioner who has to deal with a case arising under the Food and Drugs Acts will find time saved by the purchase of a copy. At least one of the authors is eminent as a chemist, and the book contains some most valuable chemical notes upon the usual modes of adulteration met with. The work is greatly improved by the addition of an introduction which gives a sketch of the whole statute law on the subject of adulteration. This sketch would probably be improved if it included a few pages on the common law bearing on the subject, for adulteration may often be treated as an indictable offence, and has often so been treated. Thus, in the case of *Reg.* v. *Foster* (2 Q. B. D. 301) it was held that the defendant was rightly convicted of obtaining money by false pretences, for selling as "good tea" a mixture three-quarters of which was not tea at all. We also think the usefulness of the book would be increased by the addition of a few forms of information, summons, &c. The book seems to refer to all the recent cases, and to include all statutes on the subject, and it will be found entirely trustworthy.

BOOKS RECEIVED.

Company Precedents for Use in Relation to Companies subject to the Companies Acts, 1862 to 1898. Part II.: Winding-up Forms and Practice, arranged as follows: Compulsory Winding up, Winding up under Supervision, Voluntary Winding up, Arrangements and Compromises. With Copious Notes, and an Appendix containing Acts and Rules. Eighth Edition. By FRANCIS BEAUFORT PALMER, Barrister-at-Law, assisted by FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited). Price 32s.

Report of the Twenty-second Annual Meeting of the American Bar Association, held at Buffalo, New York, August 28, 29, and 31, 1899. Philadelphia: Dando Printing and Publishing Co.

First Elements of Procedure. By T. BATY, Barrister-at-Law. Effingham Wilson.

The Insurance Agents' Legal Handbook: containing the Law Relating to Rights, Duties, and Liabilities of Life, Fire, Accident, and Marine Insurance Agents. By J. E. R. STEPHENS, Barrister-at-Law. Effingham Wilson.

The Consumer's Handbook of the Law Relating to Gas, Water, and Electric Lighting. By LAWRENCE DUCKWORTH, Barrister-at-Law. Effingham Wilson.

CORRESPONDENCE.

REGISTRATION OF LEASEHOLD LAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to my letter published in your issue of the 3rd inst., and to your comments thereon under the heading of "Current Topics," and particularly to your concluding remark that you are not sure if the "instrument of charge" is necessary, I should like to point out that in my opinion the principal object in taking the "instrument of charge," in addition to the deposit of the land certificate, is to secure to the mortgagee beyond all dispute a power of sale under the Acts. I am unable to come to the conclusion that a mortgagee would be quite sure of securing such a power under a mortgage off the register, and, having regard to sub-section 2 of section 16 of the Act of 1897, it is clear that a purchaser could compel him at his (the vendor's) own expense (and notwithstanding any stipulation to the contrary) to procure either the registration of himself as proprietor of the land (or of a charge) or the registration of a transfer from the registered proprietor (who would be the mortgagor). In addition to this, I think that the registrar at any time would be perfectly justified in refusing to register a purchaser in the presence of such an obstacle as the vendor not being himself a registered proprietor, and I think he would in all probability refuse to register such a purchaser notwithstanding the remarks of your correspondent "E. S. W."

Even supposing that the registrar will register a transfer from a mortgagee who is not himself on the register, to a purchaser, it does not seem to me to be at all advisable for a mortgagee to run the risk of a purchaser raising a difficulty under the sub-section above mentioned.

Your correspondent "E. S. W.," in his letter in your issue of the 24th of February, states that the registrar actually refused to register the title of a purchaser unless the vendor's solicitor allowed his client to transfer the whole of the term when he knew part of such term was outstanding in the mortgagor. Is this a practice than can be commended, or one that solicitors ought to acquiesce in, and might it not lead to considerable difficulties?

No doubt it is advisable to take the mortgage off the register (as well as the instrument of charge), as this gives a legal estate in the derivative term to the mortgagee, which it is very essential for several reasons that all mortgagees should possess.

March 9. X. Y. Z.

NOTICE AND INQUIRIES ON PURCHASE OF AN EQUITY OF REDEMPTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On a purchase of an equity of redemption the text-books point out that the purchaser should get a statement from the mortgagee of the amount due on the mortgage, and stating that he (the purchaser) is about to buy the equity—so far good. But the text-books do not add that the inquiry should go further and ask the mortgagee if he has received notice of any subsequent incumbrance on the property.

In the case of a mortgage to two or more trustees we submit that the only safe way for a purchaser of an equity of redemption is to put to *each* trustee personally the questions: (1) Present state of mortgage debt; (2) whether notice of any subsequent incumbrance has been received. The *solicitor* for the mortgagees is not in a position to answer the above questions. He is no permanent or accredited agent of the mortgagees to accept notices on their behalf, or give statements of facts or figures which may hereafter turn out false.

What is the position of an intending purchaser of an equity of redemption who, after application to two or more trustee mortgagees, fails to get proper replies? One or more of these people may not reply at all, or give shuffling answers.

We shall be glad of your opinion and of that of any correspondent.

March 13. SUBSCRIBERS.

[The precautions advised by Mr. Dart (2 V. & P., 6th ed. 784) are: (1) Notice to the mortgagee; (2) inquiry of him (*a*) as to the amount due on the mortgage, and (*b*) whether he is entitled to any other charges created by the same mortgagor; but we do not see why there should not also be added, as our correspondent suggests, (3) an inquiry whether the mortgagee has received notice of any incumbrance on the property subsequent to his mortgage. Neither the mortgagee nor trustees, however, are bound to answer the inquiry as to notice of incumbrances: *Low* v. *Bouverie* (1891, 3 Ch. 82).—ED. *S.J.*]

ASSIGNMENT OF LEASEHOLDS TO TENANTS IN COMMON.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Where leasehold property is assigned to two or more persons as tenants in common, should not the deed contain mutual covenants by the assignees *inter se* that (according to their respective shares) they will pay the rents reserved by the lease and perform the covenants therein contained?

Davidson and Key and Elphinstone both contain precedents of such an assignment, but neither gives such covenants as we have suggested. They make the covenants with the assignor only.

In cases where part of a leasehold is assigned in severalty, such covenants are always inserted as between the persons who become entitled to the two parts (usually the assignor and assignee) together with cross powers of distress. The cross powers of distress would no doubt be inappropriate where the property is held by tenants in common, but we do not see why the mutual *covenants* should not be inserted in the one case just as much as in the other.

The precedents above referred to are the only ones we have come across. Prideaux and Bythewood and Jarman do not appear to contain any. W. & H.

London, March 13.

[See observations under "Current Topics."—ED. *S.J.*]

ESTATE DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A., B., and C. were entitled to household furniture as joint tenants under the will of a testator dying April, 1887.

It may be assumed that probate duty was paid in respect of such furniture.

Again, A., B., and C., under a conveyance on sale to them about ten years ago, became entitled absolutely as joint tenants to a leasehold or freehold house.

A. died February, 1900, leaving B. and C. surviving.

By reason of the cesser of A.'s interest, is estate duty payable on his death in respect of furniture and house, or either?

I would refer to Form A. 2, Inland Revenue Instructions (Nos. 7 and 8) and to the Finance Act, 1894, s. 2 (1) (*b*) (*d*), and s. 7 (7).

Framlingham, March 14. F. G. L.

[The inquiry reaches us too late for consideration this week.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

BURGE *v.* **ASHLEY & SMITH (LIM.).** No. 1. 9th March.

WAGER—STAKEHOLDER—MONEY "PAID"—RIGHT TO RECOVER—8 & 9 VICT. C. 109—THE GAMING ACT, 1892 (55 & 56 VICT. C. 9), S. 1.

Appeal by the defendants from a judgment of Lawrance, J. The plaintiff sued to recover the sum of £300 deposited with the defendants as stakeholders, to be paid over to the winner of a boxing-match. The plaintiff and his opponent each deposited £300 with the defendants, who were the proprietors of the *Sportsman*. As a result of the match the plaintiff's opponent was declared the winner, but before the defendants paid over the stakes to him they received a notice from the plaintiff not to hand it over. Notwithstanding this notice they parted with the money, and the plaintiff brought the action to recover it. The defendants contended that no action would lie by reason of section 1 of the Gaming Act, 1892. Lawrance, J., held, on the authority of *O'Sullivan* v. *Thomas* (43 W. R. 269; 1895, 1 Q. B. 698), that the plaintiff was entitled to recover. From this decision the defendants appealed, and it was contended on their behalf that the decision in *O'Sullivan* v. *Thomas* was wrong; that although before the Gaming Act, 1892, the plaintiff might have recovered the money if he had claimed it before it had been paid to the winner, section 1 of that Act had altered the law, and the present case came within the words of that Act, because the £300 was a sum "paid" by the plaintiff to a stakeholder under or in respect of a contract made void by the Gaming Act, 1845, s. 18, and the action was based on an implied promise by the defendants to pay back this sum; that the intention of the Act of 1892 was to sweep away any implied promise to pay a sum of money under or in respect of any contract rendered void by the earlier Act; and that the word "paid" in the Act covered a deposit with a stakeholder. The following cases were referred to: *Carney* v. *Plimmer* (45 W. R. 385; 1897, 1 Q. B. 634), *Shoolbred* v. *Roberts* (1899, 2 Q. B. 560), *Read* v. *Anderson* (32 W. R. 950, 13 Q. B. D. 779).

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., in giving judgment, said that the question was whether the case of *O'Sullivan* v. *Thomas* was or was not rightly decided. Did the Gaming Act of 1892 prevent the plaintiff from recovering the sum deposited with the defendants? That depended upon whether it was a sum of money "paid" by him within the meaning of section 1 of that Act. He did not think that a person who deposited a sum of money with a stakeholder would say that he had paid it to the stakeholder. In *Strachan* v. *Universal Stock Exchange* (44 W. R. 90; 1895, 2 Q. B. 697) the decisions on the Act of 8 & 9 Vict. c. 109, were discussed, and he (the Lord Justice) then said: "It is manifest that no action can be brought by the one against the other to enforce any contract so declared to be void; but it has been held by authorities, which it is far too late now to question, that as soon as one party to a gaming contract receives notice from the other party, that the former declines to abide any longer by the wagering contract, money deposited by him thereupon ceases to be money deposited in the hands of the latter 'to abide the event upon which any wager shall have been made'; and any money still in the latter's hands unappropriated by him becomes money of the former, without any good reason for the latter detaining it; and in such circumstances an action for money had and received to the plaintiff's use will lie." In his opinion the defendants could not bring themselves within the first branch of section 1 of the Act of 1892. Nor, for the same reason, could they bring themselves within the second branch of that section. A deposit with a stakeholder was not a sum "paid" to him within the meaning of the Act. It was now attempted to stretch the Act so as to include the deposit of a sum of money with a stakeholder. No such words were in the Act. It would be passing strange that, if such were intended, proper words to cover such a common and well-known case had not been inserted in the Act. The case of *O'Sullivan* v. *Thomas* was exactly in point, and in his opinion the judgment of Lawrance, J., was right and must be affirmed.

COLLINS AND ROMER, L.JJ., delivered judgments to the same effect.—COUNSEL, *Duke*, Q C., and *Ellis Hill*; *Marshall Hall*, Q.C., and *Ashworth Harrison*. SOLICITORS, *Gush, Phillips, Walters, & Williams*; *Bernard Abrahams & Co.*

[Reported by P. B. DURNFORD, Barrister-at-Law.]

COOPER *v.* **DAVENPORT; WINSTANLEY (Third Party).** No. 1. 10th March.

MASTER AND SERVANT—COMPENSATION FOR INJURY BY ACCIDENT—UNDERTAKERS—CONTRACTOR AND SUB-CONTRACTOR—INDEMNITY—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. C. 37), S. 4.

Appeal from the award of the judge of the Warrington County Court under the Workmen's Compensation Act, 1897. The respondent, Davenport, was a builder who had entered into a contract with the Warrington guardians to build a workhouse infirmary. He then sub-let the plumbing

work of the building to the appellant. A workman, who was in the employment of the appellant, was killed by an accident while engaged in the plumbing work of the building, and his widow claimed compensation under the Act from the respondent. The respondent claimed an indemnity from the appellant under section 4. The county court judge awarded the widow £260, and ordered the appellant to indemnify the respondent.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal, holding that the case was governed by *Cass* v. *Butler* (*ante*, p. 277, 48 W. R 309). That case decided that a sub-contractor was not an "undertaker" within the meaning of section 7, and was not therefore liable to pay compensation, and section 4 only allowed an indemnity against any person who would be liable to pay compensation under the Act.—COUNSEL, *Ruegg*, Q.C., and *Hartley*; *C. A. Russell*, Q.C., and *E. Acton*. SOLICITORS, *Busk, Mellor, & Norris*, for *Slater, Heelis, Williamson, Colley, & Tulloch*, Manchester; *T. M. Richards*, for *A. J. Willett*, Warrington.

[Reported by W. F. BARRY, Barrister-at-Law.]

FRID *v.* FENTON. No. 1. 10th March.

MASTER AND SERVANT—COMPENSATION FOR INJURY BY ACCIDENT—BUILDING BEING "CONSTRUCTED" BY MEANS OF A SCAFFOLDING—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION 1.

Appeal from the award of the judge of the Rochester County Court under the Workmen's Compensation Act, 1897. The respondent on the appeal was a bricklayer in the employment of the appellant, who was constructing a shaft at the cement works of Messrs. Francis & Co., at Cliffe. The shaft was a brickwork erection 100ft. high, resting upon cement foundations, and was built at the top of a perpendicular bank about 20ft. high. For the purpose of doing the work it was necessary to erect a staging from the lower level to the top of the foundations. This staging was about 20ft. in height from the lower level to the top of the cement foundations, and was constructed in the manner in which a scaffolding was usually constructed—namely, with poles, ledgers, and putlogs. At the top of the staging, on a level with the top of the cement foundations, boards were laid to form a flooring. The only access to the work was by means of the staging and from it through an opening left at the bottom of the brickwork of the shaft. The materials used in the construction of the shaft were brought in at the bottom of the shaft through the staging, and were hauled up the shaft by means of a winch on the lower level and a pulley with a rope running through the pulley on the top of the shaft. The construction of the brickwork of the shaft was done by means of scaffolding erected upon putlogs inside the shaft, the putlogs being supported by being placed through apertures left in the brickwork, and this scaffolding and the putlogs on which it rested were raised from time to time, as the building rose, at intervals of 5ft. On the 8th of June, 1899, the day before the accident, the construction of the brickwork of the shaft had been completed, and the scaffolding inside the brickwork and the gear used in the construction had been removed and brought down to the staging; the opening at the bottom of the shaft, which had been used for access to the shaft and for taking in the materials, was bricked up; and the shaft was in working order and in actual use, with the exception that a lightning conductor, which had been run from the top of the shaft, required a copper plate to be fixed on the end of it and buried in the ground at the lower level. On the 9th of June the respondent was engaged in removing gear, which had been used in the construction of the shaft, from the staging erected outside the shaft when he stepped upon a plank which tipped up, and in consequence he fell about 20ft. and was injured. The county court judge held that the shaft was a "building" within section 7 of the Workmen's Compensation Act, 1897, and that it was, at the time of the accident, being constructed by means of a scaffolding—namely, the staging erected from the lower level to the top of the foundations of the shaft. In his opinion the staging, which was erected for the purpose of giving access to the shaft and bringing up materials for its construction, was a "scaffolding" within the Act, and the building was at the time of the accident being "constructed," because the building could not be said to be completed until the scaffolding was removed, the removal of the scaffolding being part of the work of construction. He accordingly made an award in favour of the respondent for 10s. 7d. a week.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal, holding that the job was not finished until the staging was taken down, and therefore the "construction" of the building was not completed until then. No one would say that the construction of a house, which was being constructed by means of a scaffolding, was finished before the scaffolding was taken down. The county court judge was therefore right.—COUNSEL, *A. Powell*; *A. J. Tassell*. SOLICITORS, *Lewin & Birdseye*, for *R. Page*, Manchester; *A. Booth Hearn*, Chatham.

[Reported by W. F. BARRY, Barrister-at-Law.]

FENN *v.* MILLER. No. 1. 10th March.

MASTER AND SERVANT—COMPENSATION FOR INJURY BY ACCIDENT—"ABOUT" A FACTORY—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION 1.

Appeal from the award of the judge of the Bow County Court under the Workmen's Compensation Act, 1897. The respondent on the appeal was a builder's labourer, and he claimed compensation under the Act for injuries by accident while in the employment of the appellant, who was a builder. The appellant was building houses upon an estate laid out for building at Chingford, in Essex. There were on the estate two steam-engines belonging to the appellant in sheds, used for working two mortar mills. The respondent's duty was to drive or conduct a water-cart and horse to Ching Brook to fetch water for the engines and the mortar mills. On the 13th of March, 1899, while returning from the brook along the public road with the cart and horse, the horse ran away and knocked him down, and the cart went over him. At the time of the accident the houses had been built to the height of from five to six feet. The spot where the accident happened was from 110 to 160 yards from the nearest engine. The county court judge held that the respondent was, at the time of the accident, employed "about" the steam-engine, and therefore about a factory within section 7, sub-section 1, of the Act, and he made an award in his favour for 15s. a week.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that the steam-engine was a "factory" within the Act: *McNicholas* v. *Dawson* (47 W. R. 500; 1899, 1 Q. B. 773). Therefore the only question was whether there was any evidence that the respondent was employed "on or in or about" the factory within section 7, sub-section 1, of the Act. If he had been the judge of fact he would have found that the respondent was not so employed. But his difficulty was in saying that there was no evidence to justify the finding of the county court judge. In *Powell* v. *Brown* (47 W. R. 145; 1899, 1 Q. B. 157) he had said that the word "about" meant in close propinquity to the factory, and Collins, L.J., had said in physical contiguity. In that case the cart was standing in the street outside the factory, close to the entrance, at the place where the factory carts were usually loaded with timber, and the workman was injured while loading timber on the cart. The court held that the case came within the Act. In *Lowth* v. *Ibbotson* (47 W. R. 506; 1899, 1 Q. B. 1003) the workman was one and a-half miles away from the factory. The court there affirmed the decision of the county court judge that the workman was not "about" the factory when the accident happened. The court had never yet overruled the finding of the county court judge on what was, in his opinion, a question of fact. He felt some difficulty in saying that in this case there was no evidence that the employment was about the factory at the time of the accident. But as his brethren were of opinion that there was no evidence, he would not differ from the conclusion at which they had arrived.

COLLINS, L.J., said that this court could not interfere with the finding of a county court judge on a question of fact where there was evidence to support his finding. But he must direct himself, just as he would direct a jury, as to what constituted employment "about" a factory. It was not easy to define "about." Still, he thought that illustrations might be given of cases which would and would not fall within that word. It was a geographical expression and denoted physical contiguity. A case obviously within the line was where a factory involved the use of an area of land outside the physical factory. In such a case he would say that the piece of land was "about" the factory. It was easy to put cases which fell inside and outside the line. It was not enough to shew that a man was employed about the business of his master. He drew a clear distinction between employment about the business, involving no physical contiguity with the factory, and such a physical contiguity with the factory as a jury might say was necessary for the purposes of the business. A carter employed to carry coals from a railway station to a factory would be employed about the business of the factory, but he would not be, generally speaking, in physical contiguity to the factory. Applying those considerations, it might well be said that there was no evidence upon which a jury could reasonably find that the employment here was, at the time of the accident, "about" the factory. That being so, there was no evidence upon which the county court judge could so find.

ROMER, L.J., agreed. The words "on or in or about" denoted a place. He would not attempt to lay down general rules and propositions as to when a man could be properly said to be on or in or about a factory. However, he would go as far as this: A man who, at the time of the accident, was only employed in driving or conducting a cart containing materials necessary for the business of the factory, to or from the factory, and was not in obvious propinquity to the factory was not employed "about" the factory. He agreed that in the present case there was no evidence to support the finding of the county court judge.—COUNSEL, *Rawlinson*, Q.C., and *P. Rose-Innes*; *Ruegg*, Q.C., and *W. M. Thompson*. SOLICITORS, *Ponsford & Devenish*; *Buchanan & Hurd*.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* MARYON-WILSON. WILSON *v.* MARYON-WILSON.** No. 2. 13th and 16th Feb., and 8th March.

INLAND REVENUE—SETTLEMENT ESTATE DUTY—LEGACY BY TESTATOR IN SATISFACTION OF PREVIOUS COVENANT TO SETTLE—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 5, 6 (2)—FINANCE ACT, 1896 (59 & 60 VICT. c. 28), s. 19—EFFECT OF COVENANT TO PAY "WITHOUT DEDUCTION."

Appeal from decision of Kekewich, J., given on the 24th of June, 1899 (47 W. R. 635; 1899, 2 Ch. 489). By an indenture of settlement dated the 23rd of July, 1895, and made on the marriage of his daughter, Eva Kathleen Maryon-Wilson, the late Sir Spencer Maryon-Wilson covenanted with the trustees of the settlement that his executors or administrators should, within six calendar months from his decease, pay to the said trustees the sum of £25,000, "without any deduction," to be held upon the trusts of the settlement. By his will, dated the 1st of August, 1896, Sir Spencer Maryon-Wilson, in pursuance of the above covenant, bequeathed certain freehold estates to trustees for the term of 2,000 years to raise and pay (*inter alia*) the said sum of £25,000 to the trustees of the said settlement. The testator died on the 31st of December, 1897. The question having arisen as to whether the settlement estate duty of 1 per cent. imposed in respect of the sum of £25,000 by section 5 of the Finance Act, 1894, ought to be paid out of the said sum of £25,000, or out of the residuary estate of the testator, it was decided by Kekewich, J., (1) that the duty was primarily payable out of the said sum of £25,000; and (2) that the testator's covenant to pay "without deduction" had not the effect of shifting the burden on to the

residuary estate. From this decision the defendants, the trustees of the settlement, now appealed; and it was argued on their behalf (1) that on the authority of *Re Webber* (44 W. R. 489; 1896, 1 Ch. 914) settlement estate duty was primarily payable out of the residuary estate, and that the present case was not within the exception grafted on to the general rule by section 19 of the Finance Act, 1895; (2) that the burden of paying the duty was anyhow thrown on to the residuary estate by the covenant already set out: *Re Parker-Jervis* (47 W. R. 147; 1898, 2 Ch. 643).

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.), allowed the appeal on the second point; but on the first point upheld the decision of Kekewich, J.

LINDLEY, M.R.—The argument for the appellants, so far as it is based on the Finance Acts, is reducible to the following propositions: (1) That by the Act of 1894, sections 5 and 6 (2), the settlement estate duty is payable by the executors of the testator; (2) that the Finance Act does not say by whom the duty so payable is ultimately to be borne in a case like the present, section 8 (4) not applying; (3) that consequently the duty must be borne by the residuary legatees. The first two of these propositions are correct, but the third is, in my opinion, erroneous, although it was adopted by North, J., in *Re Webber*. The executors pay the settlement estate duty as trustees for somebody, but as trustees for whom? Certainly not as trustees for the residuary legatees, who take no interest whatever in the fund in respect of which the settlement estate duty is payable. The executors pay that duty as trustees for those who are beneficially entitled to that fund, and upon plain principles of equity the executors are entitled to be repaid out of that fund what they have by law to pay in respect of it. In my opinion it lies upon the beneficiaries of that fund to shew why this burden, which thus falls upon them, should be borne by somebody else. The settlement estate duty, although described and imposed as a further estate duty, is imposed, not on the general estate of the deceased, but on specific portions of it, and ought in common fairness to be borne by those who take these portions. To facilitate collection the executors have to pay it, but this I regard as mere machinery. The Legislature has amended the law as expounded by North, J. (see 59 & 60 Vict. c. 28, s. 19), and has declared that the settlement estate duty payable in respect of property settled by a will is to be borne by the settled property. Kekewich, J., treats this enactment as a recognition by the Legislature of the soundness of the reasoning which led to the decision. I cannot so regard the enactment. It corrected a mistake, and so saved further litigation. If there were nothing else in the case the settlement estate duty would, in my opinion, have to be borne by the settled fund. But then we have to consider the covenant of the testator. He covenanted to pay his daughter's trustees £25,000 "without any deduction." The language of the covenant is too plain to be got over. It is argued, indeed, that the "settlement estate duty," although called a "further estate duty," and made payable by the executors of the covenantor in respect of the settled fund, ought not to be treated as a deduction from it, but rather as a charge on it when paid over. I cannot accede to this argument. The covenant is so plainly worded as to preclude any deduction from the £25,000 in favour of the residuary legatees. The testator has thrown the burden of the duty on his general estate in exoneration of the £25,000 which was settled on his daughter. Similar observations apply to the trusts of the term of 2,000 years created by the testator's will to raise and pay the £25,000 in performance of his covenant—that is, without deduction as above explained. As between the daughter's trustees on the one side and the devisees of the estates subject to the term on the other side, the burden of the settlement estate duty falls on the latter and not on the former. In other words, the trustees of the term must, if necessary, raise and pay not only £25,000, but also the settlement estate duty payable in respect of it. The result, therefore, is that the decision appealed from must be reversed; and the duty in question, and the costs of the litigation, must be borne by the testator's general estate.

RIGBY and VAUGHAN WILLIAMS, L.JJ, concurred.—COUNSEL, *Butcher*, Q.C., and *Austen-Cartmell*; *Warrington*, Q.C., and *O. Leigh Clare*. SOLICITORS, *Evans, Foster, & Wadham*; *Bell, Steward, & Co.*

[Reported by J. E. MORRIS, Barrister-at-Law.]

BAGSHAW *v.* PIMM. No. 2. 12th March.

PRACTICE—COSTS—PROBATE ACTION—THREE WILLS—SEVERANCE IN DEFENCE.

This was an appeal as to costs arising out of the decision by Barnes, J., of a probate action heard in the Probate Division, under the following circumstances. The testator, Timothy Pimm, who died the 25th of April, 1898, had made three wills dated respectively the 10th of August, 1895, the 17th of March, 1898, and the 2nd of April, 1898, which were the subject of the said probate action. The result of that action, which was heard before the judge and a common jury in March, 1899, was that the first will was admitted to probate, it being found by the jury that the two wills of 1898 had been obtained without the knowledge of the testator of their contents and by the undue influence of Frederick Pimm, the testator's brother. The two plaintiffs in the action were the executors of the two wills of 1898, one of them being a solicitor of many years' experience who had taken an active part in their preparation and execution. Of the four defendants who were all beneficiaries under the will of 1895, two were James and George Pimm, brother and nephew of the testator and executors under that will, and the remaining two, Mrs. Jackson and Mrs. Furniss, were sisters and children of another brother deceased. The will of the 17th of March, 1898, cut out the two latter defendants, but made no substantial difference to the two former defendants. The will of the 2nd of April, 1898, which revoked that of the 17th of March, cut out these two former defendants also and practically gave the whole property to Frederick Pimm. The defendants in the action having been successful in establishing the force and validity of the will of 1895, no special order was made as to costs, which followed the event. The two defendant Pimms brought in their bill for taxation, and it was taxed and had been paid. The two other defendants, who had appeared separately, also brought in a bill for £167 16s. 4d. for fees and expenses incurred; the registrar declined to tax this on the ground that they raised no new point and that their interests were fully protected by the other defendants. Appeal from this decision of the registrar was made to the judge in chambers, but he dismissed their application on the ground that the rule was only to allow defendants one set of costs unless it could be shewn that certain interests would suffer or that new points had been raised. Mrs. Jackson and Mrs. Furniss now appealed to this court from that decision. For the appellants it was submitted that on the cases the rule was to deprive successful defendants of costs only where there was some special merit or demerit; this long-established practice in the Queen's Bench Division should be followed in the Chancery or Probate Division. If there had been only one will in dispute, then they ought not to have appeared separately from the two executor defendants; but the appellants, who took no interest under either of the two 1898 wills, were the only parties injured by the former of the same, so that their interests were not necessarily protected by the two other defendants, who had only to upset the latter of the two said wills. The plaintiffs should be made to pay the appellants' costs because the uncertainty of the latter necessarily arose out of the plaintiffs' fault in having by undue influence procured the existence of the two wills. For the respondents it was submitted that the protection of the two executor defendants was sufficient for the appellants, who ought not to have been made parties, and certainly not to have appeared separately: *Stevenson* v. *Abington* (8 L. T. Rep. 719) and *Re Isaac, Cronbach* v. *Isaac* (45 W. R. 262; 1897, 1 Ch. 251). This was not a case like *Rayson and Wife* v. *Parton* (18 W. R. 232, 2 P. & D. 38), where there was a distinct advantage in confining the litigation to one occasion. This was a question of *quantum* and of law: *Re Gilbert* (33 W. R. 832, 28 Ch. D. 549).

LINDLEY, M.R.—This case is a little out of the ordinary. It is clear that the respondents by setting up, as they did, two bad wills have brought all this controversy on themselves. At first I was inclined to think that the validity of the will of 1895 could and would have been properly fought out by the two executors without the two appellants appearing separately. But the result has not been conclusive as to this. The question is, were they justified in appearing separately to defend their own interests? I have come to the conclusion that they were. There was such a divergence of interest between the two Pimms and the two ladies, having regard to the March will, that if anything had gone wrong the two Pimms might have consented to a compromise disadvantageous to the two ladies. That justified the latter in separately appearing by counsel. Their separate appearance was cautious and not oppressive, and my sympathy not being with the respondents, Mr. Clay has convinced me that there was no sufficient cause for depriving his clients of their costs.

RIGBY, L.J.—I agree. It might have suited the two Pimms to set up one will and not the other.

VAUGHAN WILLIAMS, L.J.—I am not at all prepared here to say that the solicitor for the ladies did not exercise a very wise discretion in advising them to appear separately, and if that is so, how can we say their separate appearance occasioned unnecessary litigation to these respondents?

The appeal was allowed with costs, and an order made for the taxation of the bill.—COUNSEL, *W. G. Clay*; *F. A. Inderwick*, Q.C., and *W. B. Hextall*. SOLICITORS, *M. L. B. Braund*, for *F. J. Walmsley*, Derby; *Few & Co.*, for *J. & W. H. Sale & Son*, Derby.

[Reported by W. H. DRAPER, Barrister-at-Law.]

High Court—Chancery Division.

HONOUR *v.* THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES. Buckley, J. 6th and 7th March.

DECLARATION—INJUNCTION—FUTURE RIGHTS—POLICY OF LIFE ASSURANCE—LIFE IN EXISTENCE—REFUSAL TO ACCEPT PREMIUMS—ACTION BY HOLDER.

On the 8th of July, 1897, a policy of life assurance was executed by the defendant society in favour of one Powis, whereby the society, in consideration of the payment in advance of £48 10s., and of the payment of like sums on or before the 16th of December and June in each year, promised to pay the executors or administrators of Powis or his assigns the sum of £4,000 upon proof of his death. The statement of claim alleged that this policy was assigned to the plaintiff, and that on the 16th of June, 1898, the plaintiff duly made a legal tender to the defendant company of the premium payable, and that the society refused, and at the date of the action was refusing, to take the premium; and that the refusal was a repudiation by the society of the policy and their contracts thereby made. Powis was still alive at the time of the trial. The plaintiff claimed (1) a declaration that the policy and the contracts thereunder were valid and subsisting, and that the plaintiff was entitled to the benefit of them; and (2) an injunction restraining the defendant society from repudiating the same by words or acts. The defendants in their defence admitted the refusal to take the premium, but alleged that the policy was void because, as they alleged, it was not effected by Powis, but by the plaintiff, who had no insurable interest therein; and moreover that the policy was obtained by misrepresentation. The defendants counterclaimed for a declaration that the policy was void and

ought to be cancelled. At the trial they objected to the action as being premature.

Buckley, J.—At present the plaintiff has no claim under the policy. This court does not take upon itself to define the rights of the parties until the time comes when these rights are present rights. Before the death of the assured the defendant society may obtain further information for substantiating the allegations upon which they rely by way of defence. Why should they be called upon to prove these allegations now? At the same time it is to be noticed that the condition of the policy is payment of the premiums on or before certain dates in each year. The plaintiff is unable to make these payments because of the refusal of the society to receive them. The plaintiff must not be prejudiced by this. I shall dismiss the action with costs upon the defendant society entering into an undertaking not to rely by way of defence in any future action on the policy upon the non-payment of the premiums at the proper times. [Upon this judgment the plaintiff agreed to put a certain witness in the box, and the defendants thereupon withdrew their objection to the action as premature, and the trial proceeded upon the claim and counterclaim.]—Counsel, *Cooper-Willis*, Q.C., *N. C. Home; Reginald Bray*, Q.C., *W. R. Sheldon*. Solicitors, *Hugh Rose-Innes; J. W. Sykes*.

[Reported by Neville Tebbutt, Barrister-at-Law.]

Re **HUNT. POLLARD** *v.* **GEAKE.** Stirling, J. 8th Feb. and 8th March.

Settled Estate—Assignee of Equitable Life Estate—Letting into Possession and Receipt of Rents and Profits—Bankruptcy of Tenant for Life—Costs.

This was a summons, in an action commenced by originating summons, by the assignee of an equitable life interest in a freehold farm, which asked that he should be let into possession and receipt of the rents and profits. The farm was devised by a will dated the 8th of September, 1868, of which the plaintiffs were the trustees, upon trust to pay the rents and profits thereof to one Hunt for life or until he should alienate or incumber the same, in which case the life interest was to be forfeited. Hunt did not alienate or incumber his interest, but he became bankrupt on the 3rd of March, 1898. It had been held in the action that the bankruptcy did not occasion a forfeiture, and accordingly the life interest vested in his trustee in bankruptcy the present defendant, who sold it to the applicant with an assignment of all back and future rents. The trustees of the will employed solicitors to collect the rents arising from the farm, which was let on a lease running until 1909, and it appeared that the trustees knew little about the management of the matter. On behalf of the applicant it was argued that, although he could not assert an absolute right, he was entitled to be let into possession to prevent the property being squandered away in mismanagement and that the court should exercise its judicial discretion in his favour; an order had already been made in 1898 declaring him entitled to the rents and profits. That the court had jurisdiction appeared from the cases of *Taylor* v. *Taylor* (23 W. R. 947, 20 Eq. 297) and *Re Bagot's Settlement, Bagot* v. *Kittoe* (42 W. R 170; 1894, 1 Ch. 177). The trustees by their solicitors had acted wrongly in spending money out of the rents on repairs, as here there was no trust to do repairs (*Re Hotchkys, Freke* v. *Calmady*, 32 Ch. D. 408, at pp. 418, 420); nor was the tenant for life or his assignee bound to do repairs out of the rents: *Re Freeman* (1898, 1 Ch. 28). In opposition to the summons it was objected that the applicant was not a man of means and that the bankrupt was in a precarious state of health.

Stirling, J., said that the applicant was not entitled as of right to possession but it was a matter for the discretion of the court: *Taylor* v. *Taylor* (*supra*). The law had been stated by Chitty, J., to the same effect since the passing of the Settled Land Act in *Re Bagot's Settlement* (*supra*), although the fact that the Act had conferred upon the tenant for life extensive powers of management was an additional circumstance in favour of letting him into possession. Here that additional circumstance did not exist, since the applicant's title was derived from the trustee in bankruptcy of the tenant for life, whereas by the Settled Land Act the powers thereby conferred remained in the tenant for life notwithstanding his bankruptcy. Therefore this case ought to be decided upon the same footing as if the Settled Land Act had not been passed. But the language of Jessel, M.R., in *Taylor* v. *Taylor* shewed that the court had jurisdiction, upon taking sufficient security, to allow a person in the position of a tenant for life to enter into possession. He could understand the desire of the applicant to be let into possession in this case since it would save him the commission payable to the solicitors for collecting the rents, and he saw no reason why he should not be let into possession upon his giving some sufficient security for the protection of the trustees. His lordship, however, would not be satisfied with the personal undertaking of the applicant, but the undertaking must be secured to the satisfaction of the judge in chambers. With regard to the costs of the remaindermen who were children of the bankrupt, they had been served by the direction of the master and they had given the court valuable assistance, and under these circumstances he thought he ought not to follow *Re Newen, Newen* v. *Barnes* (43 W. R. 58; 1894, 2 Ch 297), upon this point, but ought to direct the applicant to pay their costs. The bankrupt had no interest in the matter and his costs ought not to be allowed.—Counsel, *J. G. Butcher*, Q.C., and *Kenyon Parker; C. E. E. Jenkins*, Q.C., and *W. A. Jolly; W. H. Upjohn*, Q.C., and *J. Rolt; W. J. Seton*. Solicitors, *H. C. Knight; Brighten & Lemon; Morgan & Upjohn*.

[Reported by W. H. Draper, Barrister-at-Law.]

GARDNER *v.* **HODGSON'S KINGSTON BREWERY CO. (LIM.).** Cozens-Hardy, J. 27th Feb., 9th March.

Easement—Parol Licence—Annual Payment of Rent—Uninterrupted Enjoyment of over Forty Years—The Prescription Act, 1832 (2 & 3 Will. 4, c. 71), ss. 2, 4.

The plaintiff in this action, Cordelia Gardner, was the trustee under her father's will of a freehold messuage and premises at No. 203, High-street, Sutton. The plaintiff claimed a declaration that she was entitled to a right of way from the backyard of her premises to a pump in the yard of the Red Lion Inn, an adjoining public-house, and to take water from the pump; and also to a right of way for carts and horses to and from High-street through the Red Lion yard. The defendants did not contest the plaintiff's rights as far as the pump and the way to it were concerned, but they denied the existence of a right of way from High-street across the yard of the inn. The plaintiff's house was said to have been occupied as a saddler's shop for upwards of sixty years. Behind the house was a yard and stables, the only access to which was through a gateway from the plaintiff's yard, opening into the yard of the Red Lion Inn, and thence into High-street. The right of way to the yard at the back of the house was said to have been openly and regularly enjoyed during the last sixty years without interruption. The defendants alleged that a sum of fifteen shillings a year, by way of rent, was paid by the plaintiffs for the exercise of the right of passing to and from the yard. The plaintiff denied this, and asserted that the money was paid for the repair of the road. It was not denied by the plaintiffs that this payment had been made since 1855. On the 31st of March, 1898, the defendants served notice in writing upon the plaintiff requiring her to give up the use of the yard of the Red Lion and to close the gate.

Cozens-Hardy, J., stated the facts and continued: Upon the facts I think the inference I ought to draw is that a licence or permission to use this way across the yard was given by parol more than forty years before action was brought, and that such licence was not gratuitous but subject to the payment of fifteen shillings a year. It is asserted by the plaintiff and denied by the defendants that a right has been acquired under section 2 of the Prescription Act. The effect of this section seems to be this: There must be actual enjoyment for twenty years "without interruption," which is defined in section 4. It is not necessary that "any person claiming right thereto" should during the whole period have claimed to be legally entitled against the owner of the servient tenement. An easement within section 2 which has been actually enjoyed without interruption during the prescribed period without any shred or tittle of justification is rendered valid. There is, however, a distinction between uninterrupted enjoyment for twenty years and for forty years. The former is only *primâ facie* evidence of the title of the owner of the dominant tenement, and his title may be defeated in any other way by which in 1832 it was liable to be defeated. Proof of a consent or agreement, whether by parol or in writing, will suffice to defeat the title. But uninterrupted enjoyment for forty years is absolute and conclusive evidence of title, with one exception only—namely, if the owner of the servient tenement can establish that the enjoyment was "by some consent or agreement expressly given or made for that purpose by deed or writing." A parol agreement will not suffice. In the present case there has been actual uninterrupted enjoyment for more than forty years under a parol licence, and according to the construction, which, apart from authorities I should adopt, that establishes the plaintiff's right to the easement. The authorities seem to me to lay down that actual uninterrupted enjoyment of a way for forty years suffices to establish the easement, unless it can be shewn to have been enjoyed under some written consent or agreement. And, further, that, unless it was applied for and granted within the period of forty years, a parol licence is of no moment. This principle must, in my judgment, apply whether the parol licence is gratuitous or for a consideration. Although I prefer to base my judgment on the Prescription Act, I wish to add that I think this is a case in which, if necessary, a lost grant ought to be presumed of the right to the pump and the right of way through the yard; and any requisite amendment of the pleadings ought to be allowed. Such a grant might be subject to the payment of fifteen shillings a year, but the nominal payment is of no real importance to either party. The only substantial question is as to the existence of this right of way, which is vital to the enjoyment of the plaintiff's property. The result is that, in my opinion, the plaintiff is entitled to the relief claimed, and I must make the declaration and grant the injunction asked.—Counsel, *Micklem*, Q.C., and *E. S. Ford; Hon. E. C. Macnaghten*, Q.C., and *George Cave*. Solicitors, *Spencer, Gibson, & Son; Lovell & Broad*.

[Reported by J. H. Davies, Barrister-at-Law.]

FOSTER *v.* **GLOBE VENTURE SYNDICATE (LIM.).** Farwell, J. 11th March.

Practice—Evidence—Judicial Notice—Independence and Boundaries of Foreign State—Letter to Secretary of State.

This was an application by the plaintiff in an action for rescission, on the ground of misrepresentation, of a contract to take shares in the defendant company, for a letter to be written by the judge to her Majesty's Secretary of State for Foreign Affairs for the purpose of determining certain questions which arose in the case. The statements of which complaint was made were contained in the prospectus on the faith of which the plaintiff alleged that he entered into the contract, and were to the effect the defendant company had secured the right to acquire a treaty entered into by the Jemnah or council of independent tribes of Suss, being the entire territories on the north of the River Nan between the Atlas Mountains and the Atlantic Ocean, and that the treaty conferred the right to establish trading stations on the coast of the Atlantic, on the navigable rivers, and in the interior, and a monopoly of the import trade of the country, and that it had been entered into by the independent Shereef of Suss at the special recommendation of the Shereef of Wazan, the head of the Mahommedan tribes of the western world. The plaintiff alleged that all the statements were false, and in particular that the tribes of Suss were not independent, but subjects of the Sultan of Morocco, and therefore had no power

to make any such treaty, consequently any such treaty, if it existed was worthless. For the purpose of determining this point he applied that the letter should state that the three following questions had arisen in the case: (1) Whether the territory of Suss (to be considered for the purposes of the letter to mean all the territory north of the River Nan, and included between the Atlantic Ocean on the west and the Atlas Mountains on the east) was, on the 1st of January, 1894, and had been ever since, part of the Maroquine territories; (2) whether during the same period it was within the dominions of the Sultan of Morocco; and (3) whether from 1894 to the present time any such rights as were claimed by the prospectus to be conferred by the alleged treaty could have been conferred on any British subject or any corporation or person not a subject of the Sultan of Morocco by any chief or chiefs of the tribes of Suss or any other person without the consent of that potentate; and that the Secretary of State should be asked to reply to these questions. The defendant company objected that the limits of judicial notice were well ascertained, and that the matters in question ought to be proved by evidence.

FARWELL, J., said: There are two questions raised by this application—first, whether the tribes of Suss are independent or subjects of the Sultan of Morocco; secondly, supposing them to be independent, whether a tract of land between the Atlas Mountains and the River Nan is part of the territory of those tribes or under the jurisdiction of the Sultan of Morocco. As to the first question I am bound to take judicial cognizance, and if in doubt to refer to the Secretary of State; and I am not disposed to allow his answer to be contested in any way. It seems to me that if the court has judicial knowledge of a fact it is beyond argument; and still more so if it has obtained that knowledge through the Crown. As regards the second question, I think the reason given in *Taylor* v. *Barclay* (2 Sim. 221) seems to shew that I can have judicial knowledge on this point also. The question of the boundaries of a foreign state is one which must sometimes arise, for example, in connection with domicil, but I have not been able to find a case of this kind. I think the Secretary of State must be bound to have knowledge of this point for the purpose of protecting her Majesty's lieges, and sound policy seems to me to require that the knowledge of the court should be in harmony with that of the Crown. I shall therefore write the letter as requested, but shall settle its terms myself, and I will not write for a day or two in order to enable the defendants to appeal if they think fit.—COUNSEL, *Hughes*, Q.C., and *K. G. Metcalfe*; *Bramwell Davis*, Q.C., and *R. Nevill*. SOLICITORS, *Peacock & Goddard*, for *Mullett, Ellett, & Co.*, Cirencester; *Foster, Grave, & Co.*

[Reported by J. F. ISELIN, Barrister-at-Law.]

Re **FIELD'S TRADE-MARK. J. C. & J. FIELD (LIM.)** *v.* **THE WAGEL SYNDICATE (LIM.).** Buckley, J. 2nd, 5th, 6th, and 7th March.

TRADE-MARK—INVENTED WORD—MOTION TO RECTIFY—ACTION FOR INFRINGEMENT—MARK REGISTERED FOR FIVE YEARS—CERTIFICATE OF EXCLUSIVE USE—PATENTS, &C., ACT, 1883, (46 & 47 VICT. C. 57), S. 77 (A)—PATENTS, &C., ACT, 1888 (51 & 52 VICT. C. 50), S. 18.

This was an action by the plaintiffs, who were the registered owners of a trade-mark to restrain the infringement of it by the defendants, and it came on with a motion by the defendants to rectify the register by the removal of the trade-mark. The trade-mark in question was No. 96,997, and was the word "Savonol" for common soaps, detergents, and soft soaps. It was registered in March, 1890. The motion to rectify came on with the action for infringement under an order of the court, and the same oral evidence was to serve for both proceedings. Upon the motion the applicants (defendants in the action) contended that "Savonol" was not an invented word—it was merely a French word, "Savon," with a meaningless syllable added, which, according to the *dictum* of Lord Shand in the case of *Re The Eastman Photographic Materials Co. (Limited)* (47 W. R. 152; 1898, A. C. 571; 15 R. P. C., p. 487), did not constitute an invented word. It was proved that for many years people who dealt in soap had spoken of certain toilet soaps by the French term, as in the case of "Savon de luxe," "Savon Regina."

BUCKLEY, J.—The addition of "ol" is quite meaningless. It is not like the addition of "ine," as in "satinine" or "maltine," which indicates something which is of the nature of the original word. "Ol" does not indicate the character or quality of the goods. I do not think that the *dictum* quoted of Lord Shand was intended by him to be inconsistent with the judgments of the other learned lords. The word "Savonol" conveys no idea to me, and I hold it to be an "invented word."

His lordship then heard the action for infringement, and granted the injunction asked for. The plaintiffs thereupon asked for a certificate under section 77 (*a*), incorporated in the Patents, &c., Act of 1883 by section 18 of the Act of 1888. It was objected that this could not be done, as the section only applied to "an action for infringement," and the question of the "exclusive use" had been decided upon the motion to rectify, and not in the action for infringement. It was said that the validity of trade-marks was in practice usually or always decided upon motion; and in the case of marks registered more than five years before it appeared necessary to adopt that course

BUCKLEY, J.—The trade-mark has been registered more than five years, with the result that under section 76 of the Act of 1883, the registration is conclusive evidence of the right to the exclusive use subject to the provisions of the Act. The provision is in section 90, which enables the court to remove the mark upon motion. The right to the exclusive use of this trade-mark cannot therefore in a sense come into question in the action, but only on the motion. But if I could not grant a certificate in this case, it would be impossible for the owner of a trade-mark registered more than five years ever to get a certificate under section 77 (*a*). This seems inconsistent with the spirit of the Act, and I do not think I ought to come to that conclusion. I think under the circumstances of this case I can, and I do, decide that the right to the exclusive use came into question in the action, and I grant the certificate asked for. This decision is really made *ex parte*, and will not prevent a future defendant against whom it is sought to enforce solicitor and client costs from contending that I had no jurisdiction to make it.—COUNSEL, *H. Terrell*, Q.C., and *Sebastian*; *John Cutler*, Q.C., and *A. J. Walter*. SOLICITORS, *Edward Chester*; *Lempriere & Co.*

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

Solicitors' Cases.

Re **A. & B. (SOLICITORS),** *Ex parte* **W.** Byrne, J. 13th March.

SOLICITOR AND CLIENT—AGREEMENT—DELAY ON PART OF CLIENT TO IMPEACH AGREEMENT—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. C. 44), S. 8, SUB-SECTIONS 2, 4.

This was an originating summons asking that an agreement dated the 18th of November, 1891, and entered into by Mr. W. with Messrs. A. & B. (solicitors), whereby the said W. agreed to pay Messrs. A. & B. the sum of £2,000 for costs, might be set aside and that Messrs. A. & B. might be ordered to deliver bills of costs in all matters wherein they had been employed as solicitors by the said W. and that such bills might be taxed. In the year 1891, W., who at that time was in want of ready money, desired to form certain businesses into a limited liability company, and consulted Messrs. A. & B. on the subject. On the 18th of November, 1891, he signed the following document: "Memorandum of terms as to expenses of the formation of Mr. W.'s business into a limited liability company and the issue of debentures." "Messrs. A. & B. to at once take the necessary steps to this end, and to be paid an inclusive fee of £2,000 (two thousand pounds), such fee to include all disbursements for valuers' or accountants' fees, counsels' fees, stamps, or otherwise, all professional or other charges, and all charges on account of interest on loans made or to be made to Mr. W. since the 4th of September, 1891, up to and including the date of allotment of the debentures, Messrs. A. & B. to have the nomination of the accountants of the new company and of the trustees for the debenture-holders." The rest of the memorandum was concerned with the issue and placing of the debentures. The applicant stated in an affidavit that he signed the agreement on the representation of A. & B. "that they were confident whatever sum was not subscribed by the public generally would be forthcoming from their clients, and that very large sums were usually paid for this kind of work, and that a fee of £2,000 was a very moderate sum to pay." In the same affidavit he stated that the reason why he had not before this taken steps to have the agreement set aside was that one member of the said firm of solicitors was a director of the company, another was a trustee for the debenture-holders, that the mortgages of his property were controlled by the said A. & B., and that he feared that if he attempted to do anything they would injure his interests in the said company. There was also a considerable amount of conflicting evidence as to the issuing of prospectuses and other matters in connection with the company, W. attemping to shew that A. & B. had not consulted his interests. Evidence was filed on behalf of A. & B. to the effect that the sum of £2,000 included considerable loans to W. and interest thereon made in connection with the business. No bill of costs in reference to the formation of the company was delivered. On behalf of the solicitors it was submitted that W. entered into the agreement with his eyes open and that there was no case shewing that after a delay of eight years such an agreement could be upset.

BYRNE, J.—This is an application by a client for the delivery and taxation of a solicitors' bill. [His lordship referred to the Solicitors' Remuneration Act, 1881 (44 & 45 Vict.) s. 8, sub-sections 2 and 4, and continued:] The client, being desirous of turning his business into a limited liability company, entered into the agreement with his solicitors. *Primâ facie* the sum stated seems unreasonable. There has been no payment within the meaning of the Solicitors Act, and no delivery of bill. Although there has been a long delay, there is no Statute of Limitations applicable. I therefore direct the delivery of the bill in the usual way. If the respondents deliver a bill containing one item—that is, the agreed amount—I direct the taxing-master, under section 8, sub-section 4, of the Solicitors' Remuneration Act, 1881, to certify if the agreement is fair and reasonable, costs to be reserved until the taxing-master has certified. I should add that the decisions in *Re Frape* (41 W. R. 232, 417; 1893, 2 Ch. 284) and *Re Baylis* (44 W. R. 533; 1896, 2 Ch. 107) justify the conclusion to which I have come.—COUNSEL, *Levett*, Q.C., and *Marcy*; *Neville*, Q.C.; *Ashworth James*. SOLICITOR, *Pollard*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Mr. Justice Wills still continues indisposed, and, according to the *Times*, he is not expected to return to the courts for some considerable time.

In the House of Commons on the 9th inst., Mr. W. Redmond asked the Chancellor of the Exchequer whether he intended to introduce a Bill this Session to amend the law relating to the death duties; and, if so, could he state briefly the nature of the Bill and its objects. Mr. Hanbury said: No such Bill will be introduced; but certain amendments of the law on the subject will be included in the Finance Bill, in pursuance of resolutions already agreed to.

COMPANIES.

BRITISH LAW FIRE INSURANCE COMPANY.

The annual general meeting of the British Law Fire Insurance Co. (Limited) was held on Friday, the 9th inst., at Cannon-street Hotel, the chairman, Mr. Hy. Turton Norton (Messrs. Norton, Rose, Norton, & Co.), presiding.

The report stated that the net premium income for the year ending the 31st of December, 1899, had amounted to £60,945 14s. 1d., as compared with £58,477 11s. in the previous year, being an increase of £2,468 3s 1d. The net losses, after adjusting those outstanding at the end of 1898, allowing for claims outstanding at the end of 1899, and deducting the amounts recoverable by reinsurance and indemnities, had amounted to £27,816 15s. 2d. The loss ratio for the year was 45·6 per cent. The accounts shewed an available balance of £12,256 3s. 4d. The directors proposed to carry to reserve £4,000, thus bringing the reserve up to £37,000, to declare a dividend at the rate of 4 per cent., free of income tax, for the year, and to carry forward £4,256 3s. 4d. During the year Mr. Arthur G. Beale, of Messrs. Beale & Co., of 28, Great George-street, S.W., had been appointed to a seat at the board.

Mr. H. Foster Cutler (manager and secretary) having read the notice convening the meeting,

The Chairman moved the adoption of the report. He said it was not the practice of the chairman at these meetings when the society had a fairly successful year to make a long speech, but he might make a few remarks with regard to the accounts. The net premium income for the year was almost exactly £61,000—£60,945. This was an increase of £2,468 over last year. It would be recollected that last year there was a small increase only, some £1,200, and he had then explained that that was due, not to a falling-off in the direct business, which had been very satisfactory, but to the fact that the board had determined to cut down certain classes of guarantee business which had been found not to be satisfactory. Last year they had given up guarantee business representing an income of about £2,000, and that was why the net increase, which would have been about £3,200, was reduced to about £1,200. This year the board had continued the same policy, but it had not been necessary to give up so much. The guarantee business which had been given up this year was represented by just £500 of income. The consequence was that the real increase of the company's business was just upon £3,000, but the £500 of guarantee business reduced it to the figure given in the report. He did not think it would be necessary to continue the operation in the future, because, with the experience which the board now had, he thought they had got the guarantee business upon a satisfactory basis. It had returned a substantial profit this year, and had gone to relieve the company of a considerable amount of expenses. The net losses for the year were £27,816. This was an average upon the premium income of 45·6 per cent., which was not a bad average. So far as he knew it was likely to be about the third best in the lists, but the reports of all the offices were not yet out; he was judging from what he had heard. But the board had hoped up till within three weeks of the end of the year to be able to give a much more favourable report. If the remaining three weeks had continued upon the same average as the rest of the year he would have had the pleasure of telling the meeting that the losses had amounted to very little more than £24,000. But unluckily during those last weeks the average was seriously interfered with, not from any single big loss, but from a number of small ones, which, if they had come by themselves, would have been useful as encouraging others to insure with the company; but there had been too many of them. Still the company could shew a profit on the year of £8,155 18s. 3d., which with the £4,100 5s. 1d. brought forward from last year made an available balance of £12,256 3s. 4d., and the directors proposed to carry £4,000 to the reserve, thus bringing up the reserve to £37,000, to declare a dividend at the rate of 4 per cent., and to carry forward £4,256 3s. 4d. The board had received two letters from representatives of influential bodies of shareholders expressing a hope that the dividend would be increased to 5 per cent. this year, but the board, after giving every consideration to these representations, had come to the conclusion that it was more conservative and better to keep to the usual 4 per cent. until they could be reasonably certain that they would be able to maintain an increased dividend. They were also of opinion that the backbone of an insurance company was the reserve, and were anxious to carry a substantial figure to the reserve, the interest of which, it should be borne in mind, went each year towards the dividend. The expenses of management were very little more than last year, and there was nothing particular to call attention to on that side of the account. In the balance-sheet there appeared the sum of £6,700 invested in consols. A great many companies of all kinds had lately been informing their shareholders that they had written their consols down to par. This was quite right and proper if the consols were bought above par, but as the directors, by good fortune, bought their consols at 101¼, they had thought it unnecessary to embark upon any cutting down principles this year. There was an increase, of course, in the amount of the funds invested representing the amount carried to reserve last year. The "cash at bankers" was the same. It seemed, perhaps, rather a large figure, £7,700, but the company had a good many accounts at different banks to keep. Then there was the item, "Balances due and in course of collection from agents and other companies, &c." £11,260. This was always a rather large figure, because it included the Christmas premiums, but at the time the report was sent out £8,400 had already been collected, and at the present moment £10,310 had come in, so that practically there was an infinitesimal figure, under £1,000, out with the agents. He apprehended that no shareholder would blame the board for having sent to the Lord Mayor a small contribution of fifty guineas towards the expenses of the South African forces. Of course the company were deeply indebted for their progress to the local boards, and all the local boards were doing a great deal of work for the company.

Mr. W. Maples (Messrs. Maples, Teesdale, & Co., vice-chairman) seconded the motion.

Mr. Hall observed that the ratio of losses was 37 per cent. in the previous year. Had the three weeks which had been referred to made the difference?

The Chairman said the ratio would have been about 38 per cent. without the three weeks in question. The average of losses from the first had been a little under 50 per cent. Thirty-seven per cent. was a remarkably low average.

Mr. Munday asked whether the investments represented approximately their cost.

The Chairman: Certainly.

Mr. Munday expressed his pleasure that the company was making progress, though he would like it to be a little more rapid.

Mr. Coles said he represented a great many shareholders who were perfectly satisfied to wait for a better dividend until the reserve was larger than at present. The reserve was an important factor in bringing new business. Until the reserve reached £50,000 he hoped the 4 per cent. would be maintained. He was very greatly pleased with the progress made by the company. In all probability a very substantial reward would await those who held the shares as an investment.

The Chairman observed that a larger dividend might have been declared, but he thought it was the wiser policy to increase the reserve.

The report was adopted.

Mr. Collins moved the re-election of the retiring directors as follows: Messrs. Arthur G. Beale, John G. Bristow, Robert W. Dibdin, Archibald Herbert James, C. G. Kekewich, and Marshall Pontifex. He thought it would be a mistake to declare a larger dividend for some little time to come. A feature of the company was the slow and steady and secure progress that it was making.

Mr. Coles seconded the motion, and it was agreed to.

On the motion of Mr. Batley, seconded by Mr. Munday, Messrs. Turquand, Youngs, & Co., were re-elected auditors.

Mr. Collins moved a vote of thanks to the local boards and to the staff, speaking in high terms of their services.

The Chairman also spoke of the value of the services of the local boards and the excellent class of business they brought. The staff had all worked very hard indeed, and the result, especially as regarded the loss ratio, was very satisfactory.

The motion was carried.

Mr. Coles moved a vote of thanks to the chairman and directors.

Mr. Hall seconded the motion, which was agreed to.

The Chairman briefly returned thanks.

LEGAL NEWS.

OBITUARY.

Sir Charles Hall, Q.C., K.C.M.G., Recorder of London, died on Monday, at 2, Mount-street, Berkeley-square. He was a son of Vice-Chancellor Hall, and his mother was the daughter of Mr. Duval, the eminent conveyancer. He was educated at Harrow and at Trinity College, Cambridge, and was called to the bar in 1866. He joined the South-Eastern Circuit, but chiefly practised in the Admiralty Court. He was appointed, in 1877, Attorney-General to the Prince of Wales, and held that office for fifteen years.. He was made a Queen's Counsel in 1881. In 1892 he was appointed Recorder of London, and he performed the duties of that office with credit and success. He was Member of Parliament for the Chesterton Division of Cambridgeshire in 1885-92, and since the latter date had represented the Holborn Division.

APPOINTMENTS.

Mr. F. F. Daldy, barrister, has been appointed Junior Counsel to Her Majesty's Customs, in succession to Mr. Rowlatt, resigned.

The Hon. Malcolm Martin Macnaghten, barrister, has been appointed Secretary to the Committee appointed to inquire into the Administration of the Patriotic Fund.

Mr. Justice Buckley has received the honour of Knighthood.

INFORMATION WANTED.

James Binnie, deceased.—Any person having the Will or claiming to be next-of-kin of James Binnie, born in the parish of Dundee in or about the year 1836, and who afterwards served in the 100th and 97th Regiments, and was lately a member of the Corps of Commissionaires, and who died on the 24th of January last, is requested to communicate with us, the undersigned. Dated this 26th day of February, 1900.—Soames, Edwards, & Jones, 58, Lincoln's-inn-fields, London, solicitors for the Corps of Commissionaires.

Isaac Gordon, deceased.—Anyone who can give information to the undersigned with reference to a will of the above deceased will be amply rewarded upon the said will being forthcoming.—C. P. Eaton Taylor, solicitor, 11, Lincoln's-inn-fields, London, W.C. 9th March, 1900.

GENERAL.

Judge William H. Taft, who has, says the *Albany Law Journal*, been appointed by President McKinley to serve as chairman of the new Philippine commission, which is to devise and inaugurate a new civil government to replace the present military *régimé* as soon as possible in the pacified portions of the islands, is now serving on the bench as the United States judge of the Sixth Judicial District of Ohio. His appointment,

which carries with it a salary of 25,000 dollars a year, has been received throughout the United States with many marks of satisfaction. Judge Taft is forty-two years of age, and is the son of the late Alphonzo Taft, an eminent jurist, who on several occasions represented the United States in diplomatic circles abroad and also in the Cabinet of President Grant. He is expected to sail for the Philippines before the 1st of April to begin his new duties. It seems to be the general impression that his services in the islands will be required for fully two years, if not longer.

Mr. Justice Channell, on the 9th inst., referred at the Flintshire Assizes to a matter which he said seriously affected the administration of justice, and to certain observations made by him at Denbighshire Assizes which we recently quoted. He then said it was a scandal in the administration of justice that Welsh juries were so reluctant to convict in cases of perjury. He supposed if he had omitted the word "Welsh" his observations would scarcely have been noticed. If it was any consolation to them, melancholy satisfaction though it might be, he might say, and he said it with regret, that the same state of things was prevalent in other places. There was an immense amount of false evidence given in courts of justice, and he was afraid it was increasing. He was sorry, also, to add that juries were more reluctant to convict in these cases than in any other. He could not help saying that the Welsh people, who were most law-abiding, succumbed to a much less temptation than others to speak untruths in a court of justice. The Welsh were, he repeated, a very law-abiding people, and he was sorry that, with so many virtues, they should fail in this one respect.

Mr. Thomas Beven delivered a lecture before the Solicitors' Managing Clerks' Association on Tuesday on "The House of Lords as the Final Court of Legal Appeal." The chair was taken by Mr. Henry Manisty, President of the Incorporated Law Society. Mr. Beven said that the conditions which had made the House of Lords what it had grown up to be possibly did not exist before the Norman conquest, and even then only in their rudiment Edward I. was the true father of the House of Lords. The alternative was presented to him either of stubborn clinging to the form of absolute power when the conditions of the time forbade the enjoyment of the reality, or of yielding to the forces at work, and at the same time moulding them to the benefit of the country and the strengthening of the Monarchy. Edward chose the course of directing, rather than that of being swept away by, the spirit of the age. The lecturer proceeded to give an historical account of the gradual development of judicial functions by the House of Lords, and of the struggles which took place between Lords and Commons in the course of that development. Starting from the King as the source of all judicature appointing commissions to exercise his power in the last resort, he shewed the changes which came over those commissions, and explained how at a later stage the power given by commission to certain nominated peers was asserted and exercised by the whole body, at first acting under the advice of the common law judges, and later acting in disregard and defiance of them. Finally, after many vicissitudes, the judicial work of the House of Lords came to be discharged entirely by lawyers, and at last the peers surrendered, almost without a protest, the jurisdiction for which their ancestors had contended until the very foundations of the constitution were shaken.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, March 19	Mr. Jackson	Mr. Farmer	Mr. Greswell
Tuesday 20	Pemberton	King	Church
Wednesday 21	Jackson	Farmer	Greswell
Thursday 22	Pemberton	King	Church
Friday 23	Jackson	Farmer	Greswell
Saturday 24	Pemberton	King	Church

Date.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.
Monday, March 19	Mr. Pugh	Mr. Lavie	Mr. Godfrey	Mr. Leach
Tuesday 20	Beal	Carrington	Leach	Godfrey
Wednesday 21	Pugh	Lavie	Godfrey	King
Thursday 22	Beal	Carrington	Leach	Farmer
Friday 23	Pugh	Lavie	Godfrey	Church
Saturday 24	Beal	Carrington	Leach	Greswell

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 19.—Mr. J. C. Stevens, at 38, King-street, Covent-garden:—Natural History Specimens.

March 20.—Fancy Poultry and Pigeons.

March 21.—Palms, Azaleas, Camellias, &c, from Belgium; Roses, Fruit Trees, and Border Plants.

March 22.—Roses, Fruit Trees, Border Plants, &c.

March 23.—Ornamental Lathe, Turning Apparatus; also four Centre Lathes, by order of the Right Hon the Postmaster-General; Cameras, &c. (See advertisement, this week, p. 4.)

March 22.—Messrs. Farebrother, Ellis, Egerton, Breach, Galsworthy, & Co., at the Mart, at 2:—Upper Tooting: Freehold Ground-rents amounting to £100 15s. per annum, secured upon Ten Family Residences and Stabling; let for terms having from 20 to 66 years unexpired; estimated rack-rental value, £706. Solicitors, Messrs. Park Nelson & Co, London. (See advertisement, March 10, p. 5.)

WINDING UP NOTICES.

London Gazette.—Friday, March 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Achilles Goldfields, Limited (in Liquidation)—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to Herbert Watkins, 23, New Broad st

Bendy Brothers, Limited—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Robert Pittman, 4, Guildhall chmbrs, Basinghall st. Phelps & Co, 22, Aldermanbury, solors for liquidators

Guion Steamship Co, Limited—Creditors are required, on or before April 30, to send the particulars of their claims to William Marshall Rhodes, 113, Cannon st. Lyne & Holman, 5 and 6, Great Winchester st, solors to liquidator

Jackson Exploration and Development Co, Limited (in Liquidation)—Creditors are required, on or before April 11, to send in their names and addresses, and the particulars of their debts or claims, to Herbert Watkins, 23, New Broad st

Jackson Goldfields, Limited (in Liquidation)—Creditors are required, on or before April 11, to send in their names and addresses, and the particulars of their debts or claims, to Herbert Watkins, 23, New Broad st

London and Mount Lyell Prospecting Co, Limited—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Arthur Stewart, 7, Union ct, Old Broad st. Campion & Co, 90 and 91, Queen st, Cheapside, solors to liquidator

Schotburgh & Co, Limited—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to A. Raymond Wreford, 6, Dowgate st, Cannon st

Scottish Stores, Limited—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to William Lawrence, 27, Matham grove, East Dulwich

Smith Kinver Co, Limited—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Hutton, Bennett's hill, Birmingham. Hughes & Masser, Coventry, solors for liquidator

"Starcross" Steamship Co, Limited—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to William Anning, Merchants' Exchange, Cardiff

Stenotyper, Limited—Petn for winding up, presented March 6, directed to be heard on March 21. Everett & Hodgkinson, 124, Chancery lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

Union Leather Co, Limited (in Voluntary Liquidation)—Creditors having claims or demands are required, on or before March 19, to send in particulars to T. Haynes Reed, 60, Chancery lane, solor for liquidator

FRIENDLY SOCIETIES.

DISSOLVED.

Persevering Munificent Sick and Burial Society, 34, Port st, Manchester. Feb 28

SUSPENDED FOR THREE MONTHS.

Hawthorn Blossom Lodge of Ancient Free Gardeners Friendly Society, Sun Inn, New Bridge st, Newcastle on Tyne. March 3

London Gazette.—Tuesday, March 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

City News, Limited—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Galland Mellors, King John's chmbrs, Nottingham

Crickmer & Co, Limited—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to John Edwin Denney, 91, 92, and 93, Palmerston bldgs, Old Broad st

New Caledonian Agency, Limited—Creditors are required on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Charles Newton, St. Michael's Rectory, Cornhill. Parker & Co, St Michael's Rectory, Cornhill, solors to liquidator

United Kingdom Debenture Bank, Limited—Petn for winding up, presented March 7, directed to be heard on March 21. Hudson & Co, 32, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

W. Harding & Co, Limited—Petn for winding up, presented March 8, directed to be heard on March 21. Colyer & Colyer, 41, Wych st Strand, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

FRIENDLY SOCIETIES DISSOLVED.

Tradesmen's Union Society, Coach and Horses Inn, Appledore, Devon. Feb 28

Working Man's Friend Lodge of Friendly Mechanics Society, Braddylls' Arms Inn, Market pl, Ulverstone, Lancs. Feb 28

BANKRUPTCY NOTICES.

London Gazette.—Friday, March 9.

RECEIVING ORDERS.

Andrews, Charles Butler, Walworth, Instrument Maker High Court Pet March 7 Ord March 7

Ash, Thomas Frederick, Wakefield, Grocer Wakefield Pet March 5 Ord March 5

Atkinson, Thomas, and Jackson Varley, Cleckheaton, Coopers Bradford Pet March 3 Ord March 3

Barrow, John, Southport Liverpool Pet Jan 12 Ord March 6

Bates, Thomas William, East Dereham, Norfolk, Tailor Norwich Pet March 6 Ord March 6

Benson, William, Argyle sq High Court Pet Jan 3 Ord March 6

Bingham, Harry Seymour, Uxbridge rd, Baker High Court Pet March 6 Ord March 6

Britton, George, Kingswood, Glos, Bootmaker Bristol Pet March 6 Ord March 6

Calvert, James, Bradford, Beerhouse Keeper Bradford Pet March 6 Ord March 6

Clark, Henry, Leyton, Butcher High Court Pet Feb 8 Ord March 6

Clarke, William John, Norwich, Grocer Norwich Pet March 6 Ord March 6

Cooper, Mary, Smethwick, Stafford West Bromwich Pet March 5 Ord March 5

Davies, David, Mumbles, Glam, Builder Swansea Pet March 5 Ord March 5

Davies, George, Cardiff Mason Cardiff Pet March 7 Ord March 7

Deane, Walter Edward, Streatham, Surveyor Wandsworth Pet March 1 Ord March 1

Dring, John, Billinghay, Lincs, Butcher Boston Pet March 5 Ord March 5

Dyke, Joseph I, Greenwich, Victualler Greenwich Pet Feb 10 Ord March 6

Fairburn, William, Springfield, Essex, Mineral Water Manufacturer Chelmsford Pet March 6 Ord March 6

Gore, Henry, Hereford, Ropemaker Hereford Pet March 7 Ord March 7

Hochschild, Louis, Higher Broughton, nr Manchester, Cigar Merchant Manchester Pet Feb 16 Ord March 5

Hoskins, Harry, Ringwood, Southampton, Saddler Salisbury Pet March 5 Ord March 5

Hudson, Thomas Walter, Herne, Kent, Dairyman Canterbury Pet March 5 Ord March 5

Jackson, William Thomas, Manchester, Cotton Manufacturer Manchester Pet March 7 Ord March 7

Lancaster, W, High st, St John's Wood, Draper High Court Pet Feb 3 Ord March 7

Leon, Octavius, Cardiff, Timber Merchant Cardiff Pet Feb 23 Ord March 6

LOWE, CHARLES, Ventnor, I W, Carpenter Newport Pet March 6 Ord March 6
LYNDALL, J E, Red Lion sq High Court Pet Dec 29 Ord March 7
MAWSON, BENJAMIN, Gildersome, York, Engineer Leeds Pet March 6 Ord March 6
MOLYNEUX, ANNA MARY VIVIENNE, Partridge Green, Sussex Brighton Pet March 7 Ord March 7
MORGAN, WILLIAM, Builth Wells, Brecon, Haulier Newtown Pet March 7 Ord March 7
MORGAN, WILLIAM, Roath, Cardiff, Coal Merchant Cardiff Pet March 5 Ord March 5
OAKLAND, WILLIAM, Netherfield, Notts Nottingham Pet March 7 Ord March 7
PAISLEY & WELCH, Wandsworth, Engineers Wandsworth Pet Jan 31 Ord March 1
PEARSE, ROBERT, West Auckland, Durham, Cabinet Maker Durham Pet March 6 Ord March 6
PERRY, ELI JOHN, Beacon hill, Camden rd High Court Pet Feb 15 Ord March 7
PHILLIPS, EDWARD THOMAS, Cheltenham Cheltenham Pet Feb 21 Ord March 2
ROBINS, GEORGE, Crabbs Cross, Warwick, Grocer Birmingham Pet March 7 Ord March 7
RUDD, HENRY EDWARD, Cold Aston, Glos, Farmer Cheltenham Pet March 7 Ord March 7
SANDERS, SARAH JANE, Ashby de la Zouch, Builder Burton on Trent Pet March 6 Ord March 6
SKIDMORE, JOB, Smethwick, Staffs, Butcher West Bromwich Pet March 6 Ord March 6
SPENCER, JAMES ATKINSON, TOM FITZPATRICK KNIBB, and STEPHEN SWEETLAND, Wandsworth, Builders High Court Pet March 7 Ord March 7
STOCKER, WILLIAM HENRY, St Thomas the Apostle, Devons, Builder Exeter Pet March 6 Ord March 6
STYLES, FREDERICK CHARLES, Sunbury, Builder Kingston, Surrey Pet March 6 Ord March 6
SUMNER, JAMES GEORGE, Rawdon, nr Leeds, Wood Turner Leeds Pet March 5 Ord March 5
TAYLOR, WILLIAM JOSEPH, Heigham, Norwich, Commission Agent Norwich Pet March 6 Ord March 6
THOMAS, ALICE, Brynmawr, Brecons, Draper Tredegar Pet Feb 21 Ord March 6
THOMPSON, JAMES WILLIAM, Cambridge gdns, Notting hill, Schoolmaster High Court Pet Jan 31 Ord March 5
TREGONING, WILLIAM HENRY, Cardiff, Clerk Cardiff Pet March 5 Ord March 5
TYNDALL, SAMUEL, Cinderford, Glos, Corn Merchant Gloucester Pet March 5 Ord March 5
WALLACE, THOMAS, Heigham, Norwich, Builders' Merchant Norwich Pet March 6 Ord March 6
WILLIAMS, WILLIAM, Gorseinon, Glam, Builder Swansea Pet March 7 Ord March 7

FIRST MEETINGS.

ABBOTT, MARY MARTHA, Ryde, I of W March 16 at 4 Royal Kent Hotel, Ryde, I of W
ATKINSON, THOMAS, and JACKSON VARLEY, Cleckheaton, Yorks, Coopers March 19 at 11 Off Rec, 31, Manor row, Bradford
BATES, THOMAS WILLIAM, East Dereham, Tailor March 17 at 12 Off Rec, 8, King st, Norwich
BAYLEY, JAMES HENRY, Clerkenwell, Carman March 19 at 11 Bankruptcy bldgs, Carey st
BAYLISS, BENJAMIN HITCHEN, Lower Marsh, Lambeth, Clothier March 16 at 2 30 Bankruptcy bldgs, Carey st
BINGHAM, HARRY SEYMOUR, Uxbridge rd, Baker March 16 at 11 Bankruptcy bldgs, Carey st
BROWN, FREDERICK WILLIAM, Norwich, Hay Merchant March 17 at 11 Off Rec, 8, King st, Norwich
CLARK, WILLIAM, Quinton, Northampton, Farmer March 19 at 12 30 Off Rec, County Court bldgs, Sheep st, Northampton
COOPER, ALFRED, Scunthorpe, Lincs, Grocer March 16 at 11 Off Rec, 15, Osborne st, Great Grimsby
EVANS, DAVID, Penygraig, Glam, Builder March 16 at 3 135, High st, Merthyr Tydfil
FORD, THOMAS BAILEY, Binfield, Berks, Farmer March 16 at 1 Off Rec, 95 Temple chmbrs, Temple av
GODDARD THOMAS HENRY, Chevington, Suffolk, Farmer March 23 at 1.45 Angel Hotel, Bury St Edmunds
GREENFIELD, JOHN, Bromley, Builder March 16 at 11.30 24, Railway app, London Bridge
HALL, THOMAS, Altham, nr Accrington, Contractor March 16 at 3 Off Rec, 14, Chapel st, Preston
HATWARD, EDWARD, Tewkesbury, Boot Manufacturer March 17 at 3 County Court bldgs, Cheltenham
HOCHSCHILD, LOUIS, Higher Broughton, nr Manchester, Cigar Merchant March 16 at 3 Off Rec, Byrom st, Manchester
HOPPER, GEORGE EDWARD, Bradford, Newsagent March 16 at 11 Off Rec, 31, Manor row, Bradford
HUBY, THOMAS HALL, Kingston upon Hull, Clerk March 16 at 11 Off Rec, Trinity House ln, Hull
HUSSEY, ALBERT, Cromer, Norfolk, 'Bus Driver March 17 at 11 30 Off Rec, 8, King st, Norwich
HUTCHINSON, JOHN HENRY, Peacock st Blackfriars rd, Litho Printer March 16 at 11 Bankruptcy bldgs, Carey st
JACKSON, WILLIAM THOMAS, Accrington, Cotton Manufacturer March 16 at 3 30 Off Rec, Byrom st, Manchester
JEFFERY, THOMAS, St Leonards on Sea, Carpenter March 27 at 3 County Court offices, 24, Cambridge rd, Hastings
JEFFERYS, EDWARD, Earl's Court rd, Bootmaker March 19 at 2.30 Bankruptcy bldgs, Carey st
JOHNSON, GEORGE, Kingston upon Hull, Painter March 16 at 12 Off Rec, Trinity House ln, Hull
JONES, WILLIAM, Aberystwith, Fruiterer March 27 at 12 30 Townhall, Aberystwith
KIRK, WILLIAM, Bexhill, Licensed Victualler March 16 at 3 Marine Hotel, Bexhill
LANGWORTHY, ARTHUR HENRY, Kingsbridge, Devon, Baker March 16 at 11 6, Athenæum ter, Plymouth
LEWIS, EDGAR PARRY, Pembroke Dock, Auctioneer March 27 at 11 Bankruptcy bldgs, Carey st
LUDLOW, RICHARD JAMES, Windsor, Coachbuilder March 16 at 12 Off Rec, 95, Temple chmbrs, Temple av
NICHOLLS, JOHN LARMAN, Heckington, Lincs, Schoolmaster March 22 at 12.15 Off Rec, 4 and 6 West st, Boston
PETERS, CHARLES, New London st, Cornfactor March 19 at 2.30 Bankruptcy bldgs, Carey st
PHILLIPS, EDWARD THOMAS, Cheltenham March 17 at 4 County Court bldgs, Cheltenham
PICKUP, JOB, Bolton, Coal Merchant March 16 at 11 16 Wood st Bolton
RAMSBOTTOM, THOMAS, Goole, Yorks, Grocer March 16 at 11 Off Rec, 6, Bond ter, Wakefield
SKINNER, EDWARD, Norwich, Stationer March 17 at 1.30 Off Rec, 8, King st, Norwich
SMITH, WILLIAM FREDERICK FLETCHER, Alvaston Derbys, Clerk March 16 at 11 Off Rec, 40, St Mary's gate, Derby
SPENCER, JAMES ATKINSON, TOM FITZPATRICK KNIBB, and STEPHEN SWEETLAND, Wandsworth, Builders March 16 at 11 Bankruptcy bldgs, Carey st
STANDISH, CHARLES, Swansea, Clerk March 16 at 12 Off Rec, 31, Alexandra rd, Swansea
SUMNER, JAMES GEORGE, Rawdon, nr Leeds, Wood Turner March 16 at 11 Off Rec, 22, Park row, Leeds
THOMAS, EDWIN, Grays Thurrock, Essex, Brickmaker March 19 at 3 Off Rec, 95, Temple chmbrs, Temple av
URQUHART, ROBERT LISS, St James's st March 19 at 12 Bankruptcy bldgs Carey st
WELLS, HENRY, Stroud Green, Builder March 16 at 2.30 Bankruptcy bldgs, Carey st
WHEATLEY, THOMAS, Houghton le Spring, Durham, Confectioner March 16 at 3 30 Off Rec, 25, John st, Sunderland
WILLIAMSON, ALFRED, Green Lanes March 19 at 3 Off Rec, 95, Temple chmbrs, Temple av
WOODHOUSE, THOMAS, Morecambe, Lancs, Fish Dealer March 16 at 2.30 Off Rec, 14, Chapel st, Preston
WOODMAN, WALTER WILLIAM, Tooley st, Licensed Victualler March 21 at 12 Bankruptcy bldgs, Carey st Amended notice substituted for that published in the London Gazette of March 2:
HALL, IDEN HUGGINS, Folkestone, Builder March 17 at 11 Off Rec, 73, Castle st, Canterbury

ADJUDICATIONS.

ASH, THOMAS FREDERICK, Belle Vue, Wakefield, Grocer Wakefield Pet March 5 Ord March 5
ATKINSON, THOMAS, and JACKSON VARLEY, Cleckheaton, Yorks, Coopers Bradford Pet March 3 Ord March 3
BATES, THOMAS WILLIAM, East Dereham, Norfolk, Tailor Norwich Pet March 6 Ord March 6
BILLSON, HENRY, Hawkhurst, Kent, Coal Merchant Hastings Pet Feb 27 Ord March 7
BINGHAM, HARRY SEYMOUR, Uxbridge rd, Baker High Court Pet March 6 Ord March 6
BRITTON, GEORGE, Kingswood, Glos, Bootmaker Bristol Pet March 6 Ord March 6
BROWN, HARRY GEORGE ALFRED, Talbot ct, Gracechurch st, Merchant High Court Pet Dec 5 Ord March 3
CLARKE, WILLIAM JOHN, Norwich, Grocer Norwich Pet March 6 Ord March 6
COOPER, MARY, Smethwick, Stafford West Bromwich Pet March 5 Ord March 5
DAVIES, DAVID, Mumbles, Glam, Builder Swansea Pet March 5 Ord March 5
DAVIES, EVAN, Brecon, Schoolmaster Newtown Pet Feb 13 Ord March 5
DAVIES, GEORGE, Cardiff, Mason Cardiff Pet March 7 Ord March 7
DRING JOHN, Billinghay, Lincs, Butcher Boston Pet March 5 Ord March 5
FAIRBURN, WILLIAM, Springfield, Essex, Mineral Water Manufacturer Chelmsford Pet March 6 Ord March 6
FORD, THOMAS BAILEY, Binfield, Berks, Farmer Windsor Pet Feb 5 Ord March 5
GOOD, WILLIAM HENRY, Yeovil, Somerset, Twine Manufacturer Yeovil Pet Feb 12 Ord March 6
GORE, HENRY, Hereford, Ropemaker Hereford Pet March 7 Ord March 7
GRIPPER, HORACE G, Ware, Herts High Court Pet Sept 26 Ord March 2
HALL, THOMAS, Altham, nr Accrington, Contractor Burnley Pet Feb 8 Ord March 6
HAMER, WILLIAM RANNARD, Great Grimsby, Clerk Great Grimsby Pet March 5 Ord March 5
HAMMOND, THOMAS HAWKINS, Shirley, Southampton, Builder Southampton Pet Feb 19 Ord March 7
HOLLINGBERY, GEORGE HENRY, Colchester Colchester Pet Jan 22 Ord March 5
HOSKINS, HARRY, Ringwood, Southampton, Saddler Salisbury Pet March 5 Ord March 5
HUDSON, THOMAS WALTER, Herne, Kent, Dairyman Canterbury Pet March 5 Ord March 5
JACKSON, WILLIAM THOMAS, Accrington, Cotton Manufacturer Manchester Pet March 7 Ord March 7
JEFFERYS, EDWARD, Earl's Court rd, Bootmaker High Court Pet Feb 15 Ord March 6
JONES, DAVID, Llanidloes, Draper Newtown Pet Feb 16 Ord March 6
LITTLE, Dr ANDREW JOHNSTON, Harefield Windsor Pet Jan 12 Ord March 3
LOWE, CHARLES, Ventnor, I of W, Carpenter Newport Pet March 6 Ord March 6
MAWSON, BENJAMIN, Gildersome, York, Engineer Leeds Pet March 6 Ord March 6
MOLYNEUX, ANNA MARY VIVIENNE, Nuthurst, nr Horsham Brighton Pet March 7 Ord March 7
MORGAN, WILLIAM, Builth Wells, Brecon, Haulier Newtown Pet March 7 Ord March 7
MORGAN, WILLIAM, Roath, Cardiff, Coal Merchant Cardiff Pet March 5 Ord March 5
NEWBERY, THOMAS, Whitfield, Northamptons, Corn Dealer Banbury Pet Feb 26 Ord March 5
OAKLAND, WILLIAM, Netherfield, Notts Nottingham Pet March 7 Ord March 7
PEARSE, ROBERT, West Auckland, Durham, Cabinet Maker Durham Pet March 6 Ord March 6
PRYDE, ROBERT, and JAMES LAWSON, Teddington, Builders Kingston, Surrey Pet Feb 10 Ord March 5
RANDELL, EDWARD, Dover, Music Hall Proprietor Canterbury Pet Jan 27 Ord March 26
RICKARDS, CHARLES CALVIN MORGAN, Croydon, Tarpaulin Manufacturer Croydon Pet Feb 8 Ord Feb 28
ROBINS, GEORGE, Crabbs Cross, Warwick, Grocer Birmingham Pet March 7 Ord March 7
RUDD, HENRY EDWARD, Cold Aston, Glos, Farmer Cheltenham Pet March 7 Ord March 7
SANDERS, SARAH JANE, Ashby de la Zouch Burton on Trent Pet March 6 Ord March 6
SKIDMORE, JOB, West Smethwick, Stafford, Butcher West Bromwich Pet March 6 Ord March 6
SPENCER JAMES ATKINSON, TOM FITZPATRICK KNIBB, and STEPHEN SWEETLAND, Wandsworth, Builders High Court Pet March 7 Ord March 7
STOCKER, WILLIAM HENRY, St Thomas the Apostle, Devon, Builder Exeter Pet March 6 Ord March 6
SUMNER, JAMES GEORGE, Rawdon, nr Leeds, Wood Turner Leeds Pet March 5 Ord March 5
TAYLOR, WILLIAM JOSEPH, Heigham, Norwich, Commission Agent Norwich Pet March 6 Ord March 6
TYNDALL, SAMUEL, Cinderford, Glos, Corn Merchant Gloucester Pet March 5 Ord March 5
WILLIAMS, WILLIAM, Gorseinon, Glam, Builder Swansea Pet March 7 Ord March 7

ADJUDICATION ANNULLED.

VAVASOUR, WILLIAM EDWARD JOSEPH, Tadcaster, Yorks, Baronet High Court Adjud July 2, 1897 Annul March 5, 1900

London Gazette.—TUESDAY, March 13.

RECEIVING ORDERS.

ABBOTT, FREDERICK JOHN, jun, Whitcomb st High Court Pet Jan 13 Ord March 6
BELLIS, THOMAS, Seacombe, Cheshire, Builder Birkenhead Pet Feb 21 Ord March 8
BERRY, JAMES, Mapleton, nr Skirlaugh, Yorks, Farmer Kingston upon Hull Pet March 10 Ord March 10
BINNINGTON, WILLIAM WHITING, Newcastle on Tyne, Grocer Newcastle on Tyne Pet March 8 Ord March 8
BROOK, WILLIAM HENRY, Leeds, Stock Broker Leeds Pet Feb 14 Ord March 9
BROOKS, HENRY, St Anne's on the Sea, Builder Preston Pet Feb 24 Ord March 9
CHARTERIS, THOMAS, & Co. King William st, Timber Dryers High Court Pet Feb 27 Ord March 9
COLEMAN, JAMES POWELL, Walworth rd, Printer High Court Pet March 9 Ord March 9
COOPER, WILLIAM HENRY, Bristol, Boot Manufacturer Pet March 8 Ord March 10
COUPLAND, JOHN, Clifford, York, Joiner York Pet March 7 Ord March 7
CROOK, SAMUEL, Bolton, Property Repairer Bolton Pet March 8 Ord March 8
DAVIES, RICHARD, Shrewsbury, Potato Merchant Shrewsbury Pet March 9 Ord March 9
ELLIS, SAMUEL, Bradford, Wholesale Cabinet Maker Bradford Pet March 9 Ord March 9
FIELDER, STEPHEN, Choriton upon Medlock, Manchester, Corset Manufacturer Manchester Pet March 9 Ord March 9
FOZARD, WILLIAM, Knaresborough, Licensed Victualler York Pet March 10 Ord March 10
GRIFFITHS, HENRY, Gorseinon, Grocer Carmarthen Pet March 8 Ord March 8
HAMER, WILLIAM RENNARD, Great Grimsby, Clerk Great Grimsby Pet March 5 Ord March 5
JOHNSON, GEORGE, Chepstow, Mon, Relief Signalman Newport, Mon Pet March 10 Ord March 10
JOPSON, JOHN CHARLES, Birmingham, Cycle Maker Birmingham Pet March 9 Ord March 9
KIPLING, ALMOND, West Tanfield, nr Bedale Yorks, Innkeeper Northallerton Pet March 7 Ord March 7
KNOWLES, SAMUEL HEATON, Leeds, Insurance Agent Leeds Pet March 9 Ord March 9
LAMBERT, THOMAS JOHN, Bradford, Manchester Boot Dealer Manchester Pet March 10 Ord March 10
LANCASTER, JOSEPH, Middlesborough, Draper Middlesborough Pet March 10 Ord March 10
LANCASTER, THOMAS, Edenhall, Cumberland, Farmer Carlisle Pet March 3 Ord March 8
LATHAM, THOMAS, Holloway rd, Draper High Court Pet March 9 Ord March 9
LAZARECK, EDWARD, Aldershot Guildford Pet Jan 13 Ord March 6
MALTON, JOHN, Sheffield, Builder Sheffield Pet Feb 5 Ord March 9
MAYNARD, WALTER HENRY, Sheerness, Licensed Victualler Rochester Pet March 8 Ord March 8
MORGAN, J LEWIS, Railway app, London Bridge, Solicitor High Court Pet Jan 12 Ord March 8
NIELD THOMAS STANYER, Peckforton, Farmer Nantwich Pet March 7 Ord March 7
PILGRIM, HORACE THOMAS, North Walsham, Norfolk, Corn Merchant Norwich Pet March 9 Ord March 9
PINDER, ARTHUR, Leicester Leicester Pet March 9 Ord March 9
SCHUPPISSER, CHARLES ERARD, and FRANCIS LOUIS SCHUPPISSER, Camden Town, Pianoforte Manufacturers High Court Pet March 8 Ord March 8
SHEPHERD, ARTHUR, Bradford, Plasterer Bradford Pet March 8 Ord March 8
STANLEY, JOHN, Lytham, Lancs, Builder Preston Pet Feb 21 Ord March 9
STEPHENSON, SAMUEL, and JOHN TODD STEPHENSON, Low Fell, Gateshead, Cartwrights Newcastle on Tyne Pet March 10 Ord March 10
STEVENS, EDWIN CHARLES, Derby, Grocer Derby Pet March 9 Ord March 9
STONE, GEORGE SEWARD, Plymouth, Engine Fitter Plymouth Pet March 10 Ord March 10
SWALLOW, WILLIAM REYNOLDS, Guide Bridge, Lancs, Salesman Ashton under Lyne Pet March 9 Ord March 9
TITMARSH, WILLIAM, Beckenham, Carman Croydon Pet March 7 Ord March 7
VICKERY, WILLIAM, Goodleigh, Devon, Farmer Barnstaple Pet March 9 Ord March 9
WAKE, LEWIS, Teddington, Builder Kingston, Surrey Pet Feb 5 Ord March 8
WATSON, WILLIAM, Sunderland Sunderland Pet March 9 Ord March 9
WEBB, THOMAS GEORGE Manchester, Engineer Manchester Pet March 9 Ord March 9

FIRST MEETINGS.

BARROW, JOHN, Churchtown, Southport March 22 at 2.30 Off Rec, 35, Victoria st, Liverpool
BENSON, WILLIAM, Argyle sq March 20 at 12 Bankruptcy bldgs, Carey st
BILLSON, HENRY, Hawkhurst, Kent, Coal Merchant March 21 Parr's, 65, High st, Tunbridge Wells
BOOTH, JOSIAH, Morley, York, Grocer March 22 at 11 Off Rec, Bank chmbrs, Batley
BOTTOMLEY, THOMAS, Liversedge, York, Chemical Manufacturer March 22 at 3 Off Rec, 31, Manor row, Bradford
BRITTON, GEORGE, Kingswood, Glos, Bootmaker March 21 at 12 Off Rec, Baldwin st, Bristol
CALVERT, JAMES, Bradford, Beerhouse Keeper March 20 at 11 Off Rec, 31, Manor row, Bradford
CHARTERIS & Co, THOMAS, King William st, Timber Dryers March 22 at 11 Bankruptcy bldgs, Carey st
CHIPPERFIELD, JAMES THOMAS, Lowestoft, Cab Driver March 21 at 1 Off Rec, 5, Petty Cury, Cambridge
CLARK, HENRY, Leyton, Essex, Butcher March 20 at 2.30 Bankruptcy bldgs, Carey st
CLARKE, WILLIAM JOHN, Norwich, Grocer March 20 at 4 Off Rec, 8, King st, Norwich
COOPER, WILLIAM HENRY, Bristol, Boot Manufacturer March 21 at 12.30 Off Rec, Baldwin st, Bristol
COUPLAND, JOHN, Clifford, York, Joiner March 22 at 12 15 Off Rec, 28, Stonegate, York
CROOK, SAMUEL, Bolton, Property Repairer March 22 at 11 16, Wood st, Bolton
DARE, JOHN THOMAS, Port Talbot, Glam, Refreshment house Keeper March 20 at 12 Off Rec, 31, Alexandra road, Swansea
DEANE, WALTER EDWARD, Streatham, Surveyor March 20 at 11.30 24, Railway app, London Bridge
FOZARD, WILLIAM, Knaresborough, Licensed Victualler March 26 at 11.15 Off Rec, 28, Stonegate, York
GEDDES, WILLIAM MACNAUGHTON, Kettering, Commercial Traveller March 21 at 11 174, Corporation st, Birmingham
HORTON, THOMAS, Edgbaston, Birmingham, Grocer March 22 at 11 174, Corporation st, Birmingham
HUDSON, THOMAS WALTER, Herne, Kent, Dairyman March 22 at 9 Off Rec, 73, Castle st, Canterbury
KNIGHT, JAMES LUCAS, Wolstanton, Staffs, Ale Bottler March 21 at 11.30 Off Rec, Newcastle under Lyme
KNOWLES, SAMUEL HEATON, Leeds, Insurance Agent March at 11 Off Rec, 22, Park row, Leeds
LATHAM, THOMAS, Holloway rd, Draper March 20 at 11 Bankruptcy bldgs, Carey st
LEON, OCTAVIUS, Cardiff, Timber Merchant March 22 at 11 Off Rec, 117, St Mary st, Cardiff
MAILLARD, GEORGE, Camberley, Surrey March 21 at 1 Off Rec, Baldwin st, Bristol
MAWSON, BENJAMIN, Gildersome, Yorks, Engineer March 21 at 12 Off Rec, 22, Park row, Leeds
MAYNARD, WALTER HENRY, Sheerness, Licensed Victualler March 26 at 11.30 115, High st, Rochester
MOLYNEUX, ANNA MARY VIVIENNE, Nuthurst, nr Horsham March 22 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
MORGAN, J LEWIS, Railway app, London Bridge, Solicitor March 22 at 12 Bankruptcy bldgs, Carey st
MORGAN, ROWLAND RICHARD, Gelligaer, Pengam, Glam, Grocer March 20 at 12 135, High st, Merthyr Tydfil
MORGAN, WILLIAM, Builth Wells, Brecon, Haulier March 21 at 11 30 1, High st, Newtown
PARKER, JOSEPH, Kidderminster, Carpenter March 20 at 1.40 G K Weston, Church st, Kidderminster, Solicitor
ROE, EDWARD JOHN, Salisbury, Stationer March 21 at 2.30 Red Lion Hotel, Salisbury
SCHUPPISSER, CHARLES ESARD, and FRANCIS LOUIS SCHUPPISSER, Camden Town, Pianoforte Manufacturers March 22 at 12 Bankruptcy bldgs, Carey st
STEVENSON, WILLIAM, Kidderminster, Milliner March 20 at 12.30 Lion Hotel, Kidderminster
STOCKER, WILLIAM HENRY, St Thomas the Apostle, Devon, Builder March 29 at 10.30 Off Rec, 13, Bedford circs, Exeter
TAYLOR, WILLIAM JOSEPH, Heigham, Norwich, Commission Agent March 20 at 4.30 Off Rec, 8, King st, Norwich
WALLACE, THOMAS, Heigham, Norwich, Joinery Manufacturer March 20 at 3 Off Rec, 8, King st, Norwich
WILLIAMS, DAVID, Aberdare, Valuer March 21 at 2 135, High st, Merthyr Tydfil

ADJUDICATIONS.

ARNOLD, JULIAN TREGENNA BIDDULPH, Lincoln's inn fields, Solicitor High Court Pet Dec 7 Ord March 6
ARNOLD, WILLIAM CHANNING, Lincoln's inn fields, Solicitor High Court Pet Dec 7 Ord March 6
BERRY, JAMES, Mapleton, nr Skirlaugh, York, Farmer Kingston upon Hull Pet March 10 Ord March 10
BINNINGTON, WILLIAM WHITING, Newcastle on Tyne, Grocer Newcastle on Tyne Pet March 8 Ord March 10
CATHCART, ALAN T, Church Stretton, Salop Shrewsbury Pet Jan 20 Ord March 6
COUPLAND, JOHN, Clifford, York, Joiner York Pet March 7 Ord March 7
CROOK, SAMUEL, Bolton, Property Repairer Bolton Pet March 8 Ord March 8
ELLIS, SAMUEL, Bradford, Wholesale Cabinet Maker Bradford Pet March 9 Ord March 9
FOZARD, WILLIAM, Knaresborough, Licensed Victualler York Pet March 10 Ord March 10
GEDDES, WILLIAM MACNAUGHTEN, Kettering, Commercial Traveller Birmingham Pet Feb 8 Ord March 9
GRIFFITHS, HENRY, Gorseinon, Glam, Grocer Carmarthen Pet March 8 Ord March 8
GREENFIELD, JOHN, Brom'ey, Builder Croydon Pet Feb 26 Ord Feb 26
HORTON, THOMAS, Edgbaston, Birmingham, Grocer Birmingham Pet Feb 10 Ord March 9
HUTCHINSON, JOHN HENRY, Pocock st, Blackfriars rd, Litho Printer High Court Pet Nov 7 Ord March 8
JEFFREY, THOMAS, St Leonards on Sea, Carpenter Hastings Pet March 3 Ord March 8
KING, HORACE WILLIAM, Eastbourne, Tobacconist Eastbourne Pet Jan 30 Ord March 1
KIPLING, ALMOND, West Tanfield, Bedale, Yorks, Innkeeper Northallerton Pet March 7 Ord March 7
KNOWLES, SAMUEL HEATON, Leeds, Insurance Agent Leeds Pet March 9 Ord March 9
LAMBERT, THOMAS JOHN, Bradford, Manchester Boot Dealer Manchester Pet March 10 Ord March 10
LANCASTER, JOSEPH, Middlesborough, Draper Middlesborough Pet March 10 Ord March 10
LEE, JOSEPH, sen, and JOSEPH LEE, jun, Stockport, Contractors Stockport Pet Feb 15 Ord March 10
LEON, OCTAVIUS, Roath, Cardiff, Timber Merchant Cardiff Pet Feb 23 Ord March 7
LONG, ALFRED EDWARD, Hackney, Printer's Manager High Court Pet Jan 31 Ord March 7
MAYNARD, WALTER HENRY, Sheerness, Licensed Victualler Rochester Pet March 8 Ord March 8
NIELD, THOMAS STANYER, Peckforton, Farmer Nantwich Pet March 7 Ord March 7
PEAT, THOMAS, Sale, Chester, Baker Manchester Pet Feb 13 Ord March 8
PICKUP, JOB, Bolton, Coal Merchant Bolton Pet March 8 Ord March 8
PILGRIM, HORACE THOMAS, North Walsham, Norfolk, Corn Merchant Norwich Pet March 9 Ord March 9
PINDER, ARTHUR, Leicester Leicester Pet March 9 Pet March 9
POOL, ELEAZAR, Commercial st, Warehouseman High Court Pet Feb 23 Ord March 9
REES, HORACE VICKARS, Palmer st, Westminster High Court Pet Jan 3 Ord March 7
SCHUPPISSER, CHARLES ESARD, and FRANCIS LOUIS SCHUPPISSER, Camden Town, Pianoforte Manufacturers High Court Pet March 8 Ord March 9
SHEPHERD, ARTHUR, Frizinghall, Bradford, Plasterer Bradford Pet March 8 Ord March 8
STEVENS, EDWIN CHARLES, Derby, Grocer Derby Pet March 9 Ord March 9
STONE, GEORGE SEWARD, Plymouth, Engine Fitter Plymouth Pet March 10 Ord March 10
STYLES, FREDERICK CHARLES, Sunbury, Builder Kingston, Surrey Pet March 6 Ord March 10
SWALLOW, WILLIAM REYNOLDS, Denton, Lancs, Salesman Ashton under Lyne Pet March 9 Ord March 9
THOMAS, ALICE, Brynmawr Brecon, Draper Tredegar Pet Feb 21 Ord March 8
THOMAS, EDWIN, Grays Thurrock, Essex, Brickmaker Chelmsford Pet Feb 27 Ord March 7
TITMARSH, WILLIAM, Beckenham, Carman Croydon Pet March 7 Ord March 7
WATSON, WILLIAM, Sunderland Sunderland Pet March 9 Ord March 9
WEBB, THOMAS GEORGE, Manchester, Engineer Manchester Pet March 9 Ord March 9
WILSON, DAVID, Downderry, Cornwall, Licensed Victualler Plymouth Pet Jan 24 Ord March 9
WOOD, FRANK, Tiverton, Builder Exeter Pet Feb 21 Ord March 8

ADJUDICATION ANNULLED.

MATHEWS, ALFRED GIDEON, Westbourne, Hants, Draper's Assistant Poole Adjud July 4, 1898 Annul March 1, 1900